

62216

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of September, A.D., 1976, between CARL SUNDAHL and KATHRYN SUNDAHL, husband and wife, of the County of Churchill, State of Nevada, herein- after called the Trustors, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, hereinafter called the Trustee, and JACK W. HOMEYER and PATRICIA G. HOMEYER, husband and wife, as joint te- nants, of the County of Douglas, State of Nevada, herein- after called the Beneficiaries,

W I T N E S S E T H :

WHEREAS the Trustors are indebted to the Beneficiaries in the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00), and have agreed to pay the same according to the terms of a certain promissory note of even date herewith, executed and delivered by the Trustors to the Beneficiaries, and

WHEREAS this deed of trust is intended to secure the payment of said promissory note, which promissory note represents money actually used for the acquisition of the property described herein;

NOW, THEREFORE, the Trustors, for the purpose of secur- ing the payment of the sums due under said promissory note, and also of all other moneys herein agreed or provided to be paid by the Trustors, or which may be paid out or advanced by the Benefi- ciaries, to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situate in the County of Eureka, State of Nevada, more particularly bounded and described as follows, to-wit:

Lots 24, 25, and 26 in Block 7 of the Town of Eureka, Nevada. Also the North 2.61 feet of Lot 27 in Block 7 of said Town.

TOGETHER WITH, all and singular, the waters and water rights, ditches and ditch rights, tenements, hereditaments, and

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1 appurtenances thereunto belonging or in any wise appertaining, and
2 the reversion and reversions, remainder and remainders, rents,
3 issues and profits thereof.

4 This deed of trust will be security for the payment in
5 lawful money of the United States of America, of any and all
6 moneys that may hereafter become due and payable from the Trustors
7 to the Beneficiaries from any cause whatsoever, and shall also be
8 security for any and all renewals of the debt of the Trustors to
9 the Beneficiaries, how ever evidenced.

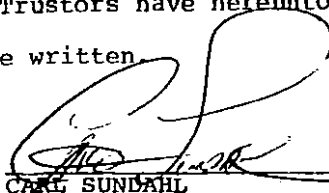
10 The following covenants: Numbers 1, 2, \$4500 -
11 _____, 3, 4 _____ 10 %,

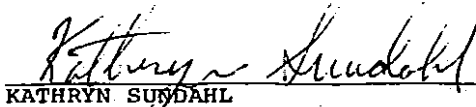
12 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statues, Section
13 107.030, relating to transfers in trust of estates in real pro-
14 perty, to secure the performance of an obligation, or the payment
15 of a debt, and to provide that certain covenants, agreements,
16 obligations, rights and remedies thereunder may be adopted by re-
17 ference, and other matters relating thereto, are hereby adopted
18 and made a part of this deed of trust.

19 In addition to the above covenants, the said Trustors
20 also promise and agree to neither commit nor permit waste to the
21 said premises and to keep the same in good condition and repair.

22 It is specifically understood and agreed that until such
23 time as the note secured by this deed of trust has been paid in
24 full, the Trustors shall not remove any buildings or improvements
25 now on the premises, or which may hereafter be erected on said
26 premises.

27 IN WITNESS WHEREOF, the Trustors have hereunto set their
28 hands, the day and year first above written

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CARL SUNDAHL


KATHRYN SUNDAHL

MICHAEL F. MACKEDON
ATTORNEY AT LAW
78 NORTH MAINE STREET
FALLON, NEVADA 89406
(702) 422-2106

1 STATE OF Nevada)
2 County of Churchill) ss

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4 On this 20th day of September, A.D., 1976, personally
5 appeared before me, a Notary Public in and for the county and
6 state aforesaid, CARL SUNDAHL and KATHRYN SUNDAHL, known to me to
7 be the persons described in and who executed the above and fore-
8 going instrument; who acknowledged to me that they executed the
9 same freely and voluntarily and for the uses and purposes therein
10 mentioned.

11 IN WITNESS WHEREOF, I have hereunto set my hand and
12 affixed my official seal, the day and year first above written.



Betty L. Anderson
Notary Public

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RECORDED AT THE REQUEST OF Title Insurance & Escrow
on Sept. 21, 1976, at 51 mins. past 2 P.M. In
Book 56 of OFFICIAL RECORDS, page 481-483, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62216 Fee \$ 5.00

MICHAEL F. MACKEDON
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