

63193

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of June, 1977, by and between THOMAS F. SLEETER, a single man, of Battle Mountain, Nevada, First Party, hereinafter called the Grantor; FRONTIER TITLE COMPANY, a corporation, Second Party, hereinafter called the Trustee; and JOHN A. LOCKHEED and PATRICIA M. LOCKHEED, his wife, of Thousand Oaks, California, Third Parties, as joint tenants with right of survivorship, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantor is indebted to the said Beneficiaries, JOHN A. LOCKHEED and PATRICIA M. LOCKHEED, in the sum of ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantor to said Beneficiaries, which note is in the words and figures as follows, to-wit:

WILSON, WILSON AND BARRÓWS, LTD.
Attorneys at Law
P. O. Box 389
Elko, Nevada 89801

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\$1,900.00

Battle Mountain, NV., June 24, 1977

FOR VALUE RECEIVED, the Undersigned promises to pay to the order of PATRICIA M. LOCKHEED and JOHN A. LOCKHEED, her husband, as joint tenants with right of survivorship and not as tenants in common, at Thousand Oaks, California, or wherever payment may be demanded by the holders of this note, the sum of ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00), together with interest to accrue upon the declining balance from July 1, 1977, at the rate of eight per cent (8%) per annum, in the manner following, to-wit:

\$100.00, on or before the 1st day of October, 1977, and a like sum on or before the 1st day of each and every month thereafter until such time as the principal and interest have been paid in full. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Maker may, at his option, increase the amount of said principal payment, make additional payments, or pay the entire unpaid principal, with accrued interest, in full at any time. Said additional payments, if any, shall be so identified in writing, and shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sum of \$100.00 on the principal and interest each and every month, as aforesaid.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and non-payment.

In the event of default in the payment of any part of principal or interest, or both, due hereunder, according to the terms and tenor hereof, and if such default lasts for a period of thirty (30) days, the holder or holders may, at their option, declare the entire amount of principal and interest due and payable.

In case of default in the payment, or if suit be commenced for the collection of any part of the principal or interest due hereunder, the undersigned promises and agrees to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Deed of Trust of even date herewith.

THOMAS P. SLEETER
THOMAS P. SLEETER

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Township 31 North, Range 49 East, MDB&M

Section 27: NW $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER WITH any and all improvements situate thereon, or which may be placed thereon during the life of this Deed of Trust. *EP*

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (NONE), 3, 4 (8%), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to the Grantor.

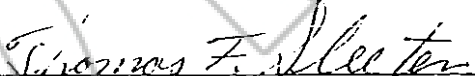
Said Grantor, in consideration of the premises, hereby

covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction nor a reconveyance made thereunder, operate as a waiver of any such other security now held or hereafter acquired.

If the Grantor shall sell or convey said property, or any part thereof, or any interest therein, or shall be divested of his title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

The Beneficiaries are possessed of their rights and interests herein as joint tenants with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand as of the day and year first hereinabove written.


THOMAS F. SLEETER

STATE OF NEVADA,)
) SS.
COUNTY OF LANDER.)

On June 24, 1977, personally appeared before me, a Notary Public, THOMAS F. SLEETER, who acknowledged that he executed the above instrument.



Jean M. Horton
NOTARY PUBLIC

RECORDED AT THE REQUEST OF Frontier Title Company
on July 1, 19 77, at 07 mins. past 11 A.M. In
Book 60 of OFFICIAL RECORDS, page 73-77, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 63193 Fee \$ 7.00

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