

DEED OF TRUST

1
2 THIS DEED OF TRUST, made and entered into this 31st
3 day of August, 1977, by and between JERRY ANDERSON, of the
4 County of Eureka, State of Nevada, hereinafter called "Grantor",
5 and FIRST NATIONAL BANK OF NEVADA, Eureka Branch, Trustee, and
6 ED ANDERSON, of Eureka, Nevada, hereinafter called "Beneficiary",

7 WHEREAS, the Grantor is indebted to the Beneficiary in
8 the sum of TWENTY THREE THOUSAND DOLLARS (23,000), lawful money of
9 the United States, and has agreed to pay the same according to the
10 tenor and terms of a certain Promissory Note bearing even date
11 and made, executed and delivered by the Grantor to the said
12 Beneficiary, a copy of which Note is attached hereto as Exhibit A
13 and made a part hereof.

14 NOW, THEREFORE, the said Grantor, for the purpose of
15 securing the payment of the said Promissory Note, and the prin-
16 cipal and interest, and all other amounts therein set forth, or
17 therein provided to be paid, and also the payment of all other
18 moneys herein agreed or provided to be paid by the said Grantor,
19 or which may be paid out or advanced by the Beneficiary or Trustee,
20 if such payments or advancements are made under the provisions of
21 this instrument, with the interest in each case, hereby grants,
22 bargains, sells, conveys and confirms unto the said Trustee all
23 the right, title, estate, interest, homestead or other claim or
24 demand, as well in law as in equity, which the said Grantor now
25 has or may hereafter acquire of, in or to the property, improve-
26 ments and appurtenances, situate in the County of Eureka, State of
27 Nevada, more particularly described as follows:

28 TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

29 Section 17: N $\frac{1}{2}$ W $\frac{1}{2}$

30 Together with all improvements situate thereon.

1 Together with the tenements, hereditaments and
2 appurtenances thereunto belonging or in anywise
3 appertaining, and the reversion and reversions,
4 remainder and remainders, rents, issues and pro-
5 fits thereof.

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

9 The following covenants of NRS 107.030 are hereby
10 adopted and made a part of this Deed of Trust: Nos. 1; 2 (\$none);
11 3; 4(8%); 5; 6; 7 (reasonable); 8; and 9.

12 Said Grantor,, in consideration of the premises, hereby
13 covenants and agrees that neither the acceptance nor existence,
14 now or hereafter, or other security for the indebtedness secured
15 hereby, or the release thereof, shall operate as a waiver of the
16 security of this Deed of Trust, nor shall this Deed of Trust nor
17 its satisfaction nor a reconveyance made thereunder operate as
18 a waiver of any such other security now held or hereafter required.

19 This Deed of Trust shall inure to the benefit of and be
20 binding upon the Grantor as indicated in the first paragraph of
21 this Deed of Trust, and this: respective heirs, executors, admin-
22 istrators and assigns accordingly, and the Beneficiary as indicated
23 in the first paragraph of this Deed of Trust and his respective
24 heirs, executors, administrations and assigns accordingly.

25 The Grantor covenants and agrees to properly care for,
26 protect and keep the property and any improvements thereon in at
27 least the state and condition of repair it is on the date of the
28 execution of this Deed of Trust, and not to remove, damage or
29 demolish any improvements on the property.

30 IN WITNESS WHEREOF, the Grantor has executed these
presents the day and year first above written.

Jerry Lee Anderson
JERRY ANDERSON

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5 STATE OF Nevada)
6 County of Eureka) SS.

7 On August 31, 1977, personally appeared before
8 me, a Notary Public, JERRY ANDERSON, who acknowledged that he ex-
9 ecuted the above instrument.



Willis A. DePaoli
Notary Public

1 EXHIBIT "A"

2 PROMISSORY NOTE

3 \$23,000.00

August 31, 1977

4 Eureka, Nevada

5 FOR VALUE RECEIVED, I JERRY ANDERSON, the undersigned,
6 promise to Pay To The Order of ED ANDERSON, at Eureka, Nevada, or
7 wherever payment may be demanded by the holder of this Note, the
8 sum of TWENTY THREE THOUSAND DOLLARS (\$23,000.00), with interest
thereon from the date hereof until paid at the rate of Eight per
cent (8%) per annum both principal and interest payable only in
lawful money of the United States of America, as follows, to-wit:

9 Annual installments of \$2,500.00, plus interest, shall
10 be paid on this Note, the first of said installments to be paid on
the 1st day of December, 1979, and a like installment on the 1st
11 day of December of each and every year until the principal and
interest have been fully paid. Each of said yearly installments
shall be applied first to the payment of accrued interest on the
12 unpaid principal, and the balance thereof to be credited on said
principal.

13 The maker, may, at his option, increase the amount of the
14 said payments, or may make additional or further payments on the
principal balance then due, or may pay in full, at any time, the
15 principal balance then due, all without a penalty or additional
charge, save and except only for any interest then due, and any
16 additional payments made shall be credited as of the date of pay-
ment, and interest shall accrue only upon the remaining balance
17 of the indebtedness.

18 The maker and endorser hereby severally waive present-
19 ment for payment, notice of dishonor, protest and notice of pro-
test, and of nonpayment of this Note, and all defenses on the
20 grounds of any extension of time of payment that may be given by
the holder.

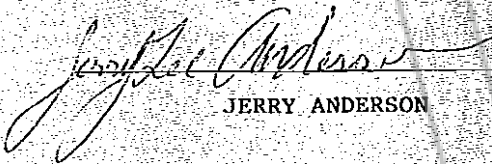
21 If any default be made in any such installment payment
22 of principal or interest, and such default is not cured within
THIRTY (30) days, without presentment, notice or demand, the
23 entire unpaid principal sum thereof, and all accrued interest
thereon, shall at the holders option become immediately due and
payable.

24 The maker and any endorser of the Note further agree
25 to pay all costs of collection including any reasonable attorney
fee incurred in case payment shall not be made as herein provided.

26 In the event the maker of this Note, shall be adjudged
27 a bankrupt, or if a general assignment is made for the benefit of
creditors by the maker, then, upon the happening of either of
28 such events, the entire sum of the principal and interest then
remaining unpaid shall become forthwith due and payable, although
29 the time of maturity as expressed in this Note shall not have
arrived.

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1 A Deed of Trust of even date secures the payment of the
2 indebtedness evidenced by this Note.

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5 JERRY ANDERSON
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13 63555

14 RECORDED AT THE REQUEST OF Edward B. Anderson
15 August 31, 19 77 at 15 min. past 4 P.M. In
16 Book 60 of OFFICIAL RECORDS, page 497-501, RECORDS OF
17 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
18 File No. 63555 Fee \$ 7.00
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