

DEED OF TRUST

1
2 THIS DEED OF TRUST, made and entered into this
3 26 day of July, 1977, by and between MELVIN
4 BAILEY and MARY BAILEY, husband and wife, of
5 Eureka, County of Eureka, State of Nevada, hereinafter called
6 "Grantor", and C. E. HORTON or IONE JACKMAN, of Ely, White Pine
7 County, State of Nevada, hereinafter called the "Trustee", and
8 ETHEL R. KENNEDY and THOMAS W. BEWLEY, as Co-Executors of the
9 Estate of WILLIAM B. HANEY, also known as W. B. HANEY, Deceased,
10 of Eureka, County of Eureka, State of Nevada, hereinafter called
11 the "Beneficiary";

W I T N E S S E T H:

12
13 The Grantor hereby grants, bargains, sells and
14 conveys to the Trustee for the purpose of securing performance
15 of the agreements herein, the following described real property,
16 together with the buildings, structures and improvements thereon
17 and everything appurtenant thereto, together with all rents,
18 issues and profits of said premises, situate in the County of
19 Eureka, State of Nevada, to-wit:

20 Township 21 North, Range 53 East, M.D.B.&M.

21 Section 7: Lots 7 & 8 E 1/2 SW 1/4; SE 1/4
22 County of Eureka, State of Nevada
23 Together with State Water Permit #19279

24 In trust nevertheless, to secure to the above named
25 Beneficiary, the payment of \$34,000.00, together with interest
26 thereon at Eight Percent (8%) per annum; said interest and
27 principal to be paid according to the terms, conditions and
28 tenor of a Promissory Note made by the Grantor to the Beneficiary
29 for said sum; said Note being of even date herewith; and also
30 to secure the payment of all other moneys herein agreed or
31 provided to be paid by the said Grantor, or which may be paid
32 out or advanced by the Beneficiary or Trustee, whether such
33 payments or advancements are made under the provisions of this
34 instrument or otherwise, with the interest in each case; and
35 also the payment of all advancements or renewals of the aforesaid
36 Note, or any indebtedness secured by this Deed of Trust.

37 TOGETHER WITH ALL AND SINGULAR, the tenements,
38 hereditaments and appurtenances thereunto belonging, or therewith
39 had and enjoyed, and the reversion and reversions, remainder
40 and remainders, rents, issues and profits thereof.

41 TO HAVE AND TO HOLD, the said premises, together
42 with the appurtenances, unto the said Trustee, and to his heirs,
43 successors and assigns for the uses and purposes therein mentioned.

44 THIS DEED OF TRUST shall be security for all indebted-
45 ness not otherwise herein provided for that may hereafter during
46 the continuance of this Deed of Trust be due, owing and existing
47 from the said Grantor to the said Beneficiary.

48 The following covenants, Nos. 1; 2 (Insurance),
49 \$34,000.00 3; 4 (Interest) 8% per annum; 5; 6; 7 (Attorney's
50 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made
51 a part of this Deed of Trust.

52
C. E. HORTON
ATTORNEY AT LAW
777 AULYMAN STREET
P. O. BOX 1260
ELY, NEVADA 89301
TELEPHONE 269-4431

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1 Said Grantor, in consideration of the premises,
2 hereby covenants and agrees that neither the acceptance nor
3 existence, now or hereafter, of other security for the indebtedness
4 secured hereby, nor the release thereof, shall operate as a
5 waiver of the security of this Deed of Trust, nor shall this
6 Deed of Trust nor its satisfaction, nor a reconveyance made
7 thereunder, operate as a waiver of any such other security now
8 held or hereafter acquired.

9 Said Grantor further covenants and agrees that
10 he will, during the life of this Deed of Trust, keep the buildings,
11 structures and improvements situate and being upon the above
12 described real property in as good a state of repair as the
13 same now are, and that in the event that the said Grantor makes
14 any alterations or improvements in or upon or to the structures
15 and buildings situate on the above described premises, that
16 the said Beneficiary shall be protected from any mechanics'
17 liens of any kind whatsoever either for work and labor done
18 or performed or materials furnished, and to that end the said
19 Grantor agrees to file a Notice of Non-Responsibility in accordance
20 with the requirements of the Statutes of the State of Nevada.
21 It is further understood and agreed that the breach of either,
22 any or all of the conditions herein set forth shall be sufficient
23 ground for the Beneficiary to proceed to foreclose the said
24 Deed of Trust in accordance with the provisions of the Statutes
25 of the State of Nevada, as in such cases made and provided.

26 Should the Grantor or his successors in interest
27 without the consent in writing of the Beneficiary, sell, transfer,
28 or convey, or permit to be sold, transferred or conveyed, his
29 interest in the property or any part thereof then Beneficiary
30 may declare all sums secured hereby immediately due and payable.
31 Grantor and Beneficiary agree, from the date of the escrow instruc-
32 tions executed in connection with the sale of the above described
property Grantor to be responsible for payment of all utilities
and taxes for property being conveyed through this escrow, any
taxes or utilities prior to February 20, 1976, to be the respon-
sibility of Beneficiary herein.

The undersigned Grantor requests that a copy of
any Notice of Default and of any Notice of Sale hereunder be
mailed to him at his address hereinbefore set forth.

The word "Grantor" and the language of this instrument
shall, where there is more than one Grantor, be construed as
plural, and be binding on all Grantors, and upon his or their
heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto
caused the foregoing to be executed the day and year first above
written.

Melvin Bailey
Melvin Bailey

Mary Bailey
Mary Bailey

State of Nevada, }
County of NYE } ss.
White Pine.

On July 26 1977, personally appeared
before me MELVIN BAILEY and Mary BAILEY who acknowl-
ged that they executed the above instrument.

C. E. HORTON
ATTORNEY AT LAW
77 AULTMAN STREET
P.O. BOX 1260
ELY, NEVADA 89301
TELEPHONE 289-4431



MARJORIE L. CRABILL
Notary Public - State of Nevada
Nye County
My Commission Expires Jan. 11, 1981

Marjorie L. Crabill
Notary Public
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RECORDED AT THE REQUEST OF C. E. Horton
on September 12, 1977 at 04 hrs. past 8 A.M. In
Book 60 of OFFICIAL RECORDS, page 543-545, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 63591 Fee \$ 5.00

63591

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