

64534

1 DEED OF TRUST

2 THIS DEED OF TRUST, made and entered into
3 this 19th day of Dec, 1977, by and between W. E.
4 ROUSE and BARBARA J. ROUSE, husband and wife, of Ely, State of
5 Nevada, hereinafter called "Grantor", and C. E. HORTON or IONE
6 JACKMAN, of Ely, State of Nevada, hereinafter called the "Trustee",
7 and ETHEL R. KENNEDY, of 620 N. Highlands, La Habra, State of
8 California, hereinafter called the "Beneficiary";

9 WITNESSETH:

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

17 TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

18 SECTION 7: Lots 7 & 8, E 1/2 SW 1/4; SE 1/4
19 County of Eureka, State of Nevada, together
20 with all of the estate's right, title and
21 interest in and to State Water Permit #19279.

22 In trust nevertheless, to secure to the above named
23 Beneficiary, the payment of \$25,333.00 together with interest
24 thereon at Eight Percent (8%) per annum; said interest and princi-
25 pal to be paid according to the terms, conditions and tenor of
26 a Promissory Note made by the Grantor to the Beneficiary for
27 said sum; said Note being of even date herewith; and also to
28 secure the payment of all other moneys herein agreed or provided
29 to be paid by the said Grantor, or which may be paid out or
30 advanced by the Beneficiary or Trustee, whether such payments
31 or advancements are made under the provisions of this instrument
32 or otherwise, with the interest in each case; and also the payment
33 of all advancements or renewals of the aforesaid Note, or any
34 indebtedness secured by this Deed of Trust.

35 TOGETHER WITH ALL AND SINGULAR, the tenements, heredi-
36 taments and appurtenances thereunto belonging, or therewith
37 had and enjoyed, and the reversion and reversions, remainder
38 and remainders, rents, issues and profits thereof.

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

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

46 The following covenants, Nos. 1; 2 (Insurance),
47 \$25,333.00 3; 4 (Interest) 8% per annum; 5; 6; 7 (Attorney's
48 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made
49 a part of this Deed of Trust.

50 Said Grantor, in consideration of the premises,
51 hereby covenants and agrees that neither the acceptance nor
52

See Book 23, Page 565 Per File 11 Remedy
C. E. HORTON
ATTORNEY AT LAW
177 AULTMAN STREET
P.O. BOX 1769
ELY, NEVADA 89301
TELEPHONE 289-4131

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1 existence, now or hereafter, of other security for the indebtedness
2 secured hereby, nor the release thereof, shall operate as a waiver
3 of the security of this Deed of Trust, nor shall this Deed of
4 Trust nor its satisfaction, nor a reconveyance made thereunder,
5 operate as a waiver of any such other security now held or hereafter
6 acquired.

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

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

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

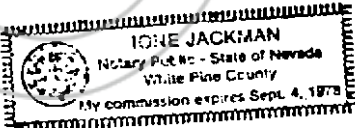
31 IN WITNESS WHEREOF, the said Grantor has hereunto
32 caused the foregoing to be executed the day and year first above
33 written.

W. E. Rouse
W. E. Rouse

Barbara J. Rouse
Barbara J. Rouse

34 State of Nevada, }
35 County of White Pine } ss.

36 On December 14, 1977, personally appeared before
37 me W. E. ROUSE and BARBARA J. ROUSE, husband and wife, who
38 acknowledged that they executed the above instrument.

39 
40 IONE JACKMAN
Notary Public - State of Nevada
White Pine County
My commission expires Sept. 4, 1978

Ione Jackman
Notary Public

41 RECORDED AT THE REQUEST OF C. E. Horton
42 on January 10, 1978, at 56 mins. past 10 A.M.
43 of 62 of OFFICIAL RECORDS, page 400-401, RECORDS OF
44 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
45 Eln. No. 64534 Fee \$ 4.00

46 C. E. HORTON
ATTORNEY AT LAW
777 AULTMAN STREET
P.O. BOX 1260
ELY, NEVADA 89301
TELEPHONE 263-6431

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