

68297

DEED OF TRUST

THIS DEED OF TRUST, made this 15th day of May, 1979, by and between SHADY MEADOWS, INC., a Colorado Corporation, as Trustor, and FRONTIER TITLE COMPANY, of Elko, Nevada, as Trustee, and LENA HEET, a widow, as Beneficiary;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL I

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 18: Lots 6 (SW $\frac{1}{2}$ NW $\frac{1}{2}$), 7 (NW $\frac{1}{2}$ SW $\frac{1}{2}$), and 8 (SW $\frac{1}{2}$ SW $\frac{1}{2}$), E $\frac{1}{2}$ W $\frac{1}{2}$

EXCEPTING THEREFROM all oil, gas, potassium reserved in Patent executed by United States of America, recorded May 18, 1965, in Book 7, Page 324, Official Records, Eureka County, Nevada.

PARCEL II

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M. *du*

Section 18: E $\frac{1}{2}$

EXCEPTING THEREFROM all oil, gas and potash reserved in Patent executed by United States of America recorded July 22, 1966, in Book 11 of Official Records at Page 188, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM, that parcel of land conveyed to E.E. EYRE, JR. by Deed recorded September 14, 1977, in Book 60, Page 597, Official Records, Eureka County, Nevada, described as follows:

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TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 18: All of the SE $\frac{1}{4}$ lying Easterly of Nevada State Highway 51.

TOGETHER with all BLM grazing right permits and privileges, and range water and range watering rights of every name, nature, kind and description appurtenant to and used in connection with the above described property.

TOGETHER with all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use.

TOGETHER with any and all buildings and improvements situate thereon.

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

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated May 15, 1979, for the principal sum of \$51,000.00, bearing interest from the date thereof at the rate of 9% per annum, said principal sum and interest being payable in monthly installments, as more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiary and payable at Whittier, California, or wherever else said Beneficiary in writing designates. Said Note is hereby referred to and incorporated herein as though set forth in full herein. This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustor, from any cause whatsoever,

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including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as it may desire on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or her duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that it will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2(\$ -0-), 3, 4(9%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

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5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any 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 hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine and feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at

