

68313

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of this 5th day of February, 1979, by and between GIFFORD A. THOMPSON and ELLA MAE THOMPSON, his wife, of Eureka, Nevada, First Parties, hereinafter called the Grantors; FRONTIER TITLE COMPANY, a corporation, Second Party, hereinafter called the Trustee; and STEVE J. CROSSMAN and SHIRLEY CROSSMAN, his wife, of Holtville, 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 includes all other genders, the singular number includes the plural, and the plural the singular,

See Book 70, Page 300 for Request For Notice of Deposition

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries, STEVE J. CROSSMAN and SHIRLEY CROSSMAN, his wife, in the sum of FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$45,580.00), lawful money of the United States and have 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 Grantors to said Beneficiaries, which note is in the words and figures as follows, to-wit:

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WILSON, WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 389  
ELKO, NEVADA 89801

\$45,580.00

Eureka, Nevada, February 5, 1979

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of STEVE J. CROSSMAN and SHIRLEY CROSSMAN, his wife, as joint tenants with right of survivorship and not as tenants in common, at 712 Orange, Holtville, California 92250, or wherever payment may be demanded by the holders of this note, the sum of FORTY-FIVE THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$45,580.00), together with interest to accrue upon the declining balance at the rate of eight per cent (8%) per annum from February 5, 1979, in the manner following, to-wit:

\$5,325.11, on or before the 1st day of January, 1980, and a like sum on or before the 1st day of January of each and every year thereafter, until such time as the principal and interest have been paid in full. Said annual payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

After January 1, 1981, the Makers may, at their 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 Makers shall in all events, pay at least the sum of \$5,325.11 on the principal and interest each and every year, as aforesaid.

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

In the event of default in the payment of any sum 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, we jointly and severally promise and agree to pay a reasonable attorney fee incurred, together with all costs.

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

\_\_\_\_\_  
GIFFORD A. THOMPSON  
GIFFORD A. THOMPSON

\_\_\_\_\_  
ELLA MAE THOMPSON  
ELLA MAE THOMPSON

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2.

NOW, THEREFORE, the said Grantors, 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 Grantors, 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, do 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 Grantors 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, and being more particularly described as follows, to-wit:

Township 22 North, Range 54 East, MDB&M

Section 19: NE $\frac{1}{4}$  *EP*

TOGETHER WITH all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

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 (\$ 0), 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 Grantors.

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3.

Said Grantors, in consideration of the premises, hereby covenant and agree 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 hereunder operate as a waiver of any such other security now held or hereafter acquired.

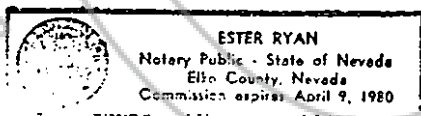
The Beneficiaries are possessed of their rights and interests herein as joint tenants with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Gifford A. Thompson  
GIFFORD A. THOMPSON  
Ellie Mae Thompson  
ELLA MAE THOMPSON

STATE OF NEVADA, )  
                  *Esbe* ) SS.  
COUNTY OF EUREKA. )

On May 21<sup>st</sup>, 1979, personally appeared before me, a Notary Public, GIFFORD A. THOMPSON and ELLA MAE THOMPSON, his wife, who acknowledged that they executed the above instrument.



Ester Ryan  
NOTARY PUBLIC

68313

RECORDED AT THE REQUEST OF Frontier Title Company  
on May 21, 1979, at 51 mins. past 11 A.M. in  
Book 70 of OFFICIAL RECORDS, page 291-294, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 68313 Fee \$ 6.00

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