

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 31st day of May, 1979, by and between HARLAN G. HILES and EVA J. HILES, husband and wife, of Eureka, State of Nevada, hereinafter called "Grantor", and FRONTIER TITLE COMPANY of Ely, State of Nevada, hereinafter called the "Trustee", and ELAINE M. CALVERT of 305 Lucky Lane, Reno, State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH:

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

Lots 7 and 8 in Block 22 of the Town of Eureka, County of Eureka, State of Nevada.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$20,000.00, together with interest thereon at Twelve Percent (12%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, 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 his heirs, successors and assigns for the uses and purposes therein mentioned.

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

The following covenants, Nos. 1; 2 (Insurance), \$20,000.00 3; 4 (Interest) 12% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees 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 thereunder, operate as a waiver of any such other security now held or hereafter acquired.

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

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

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

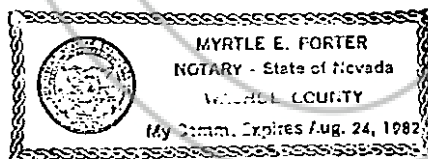
25 IN WITNESS WHEREOF, the said Grantor has hereunto
26 caused the foregoing to be executed the day and year first above
27 written.

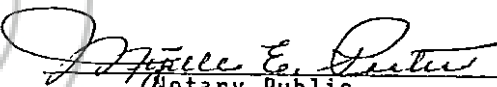
28 
29 Harlan G. Hiles

30 
31 Eva J. Hiles

32 State of Nevada, }
33 County of Washoe } ss.

34 On May 31 - 1979, 1979, personally
35 appeared before me HARLAN G. HILES and EVA J. HILES, husband and
36 wife, who acknowledged that they executed the above instrument.



38 
39 Notary Public

40 RECORDED AT THE REQUEST OF FRONTIER TITLE COMPANY
41 on JUNE 7, 1979, at 34 mins. past 10 A.M. in
42 Book 70 of OFFICIAL RECORDS, page 428-429, RECORDS OF
43 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
44 File No. 68415 Fee \$ 4.00

45 -2 and last-

46 C. E. HORTON
47 ATTORNEY AT LAW
48 777 AULTMAN STREET
49 P. O. BOX 1260
50 ELY, NEVADA 89301
51 289-4431

52 **68415**

53 BOOK 70 PAGE 429