

DEED OF TRUST

1
2 THIS DEED OF TRUST, made and entered into this
3 31st day of May, 1979, by and between HARLAN G.
4 HILES and EVA J. HILES, husband and wife, of Eureka, State of Nevada,
5 hereinafter called "Grantor", and FRONTIER TITLE COMPANY of Ely,
6 State of Nevada, hereinafter called the "Trustee", and ELAINE M.
7 CALVERT of 305 Lucky Lane, Reno, State of Nevada, hereinafter
8 called the "Beneficiary";

WITNESSETH:

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

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

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

31 TOGETHER WITH ALL AND SINGULAR, the tenements,
32 hereditaments and appurtenances thereunto belonging, or therewith
33 had and enjoyed, and the reversion and reversions, remainder
34 and remainders, rents, issues and profits thereof.

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

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

42 The following covenants, Nos. 1; 2 (Insurance),
43 \$20,000.00 3; 4 (Interest) 12% per annum; 5; 6; 7 (Attorney's
44 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made
45 a part of this Deed of Trust.

46 Said Grantor, in consideration of the premises,
47 hereby covenants and agrees that neither the acceptance nor
48 existence, now or hereafter, of other security for the indebtedness
49 secured hereby, nor the release thereof, shall operate as a
50 waiver of the security of this Deed of Trust, nor shall this
51 Deed of Trust nor its satisfaction, nor a reconveyance made
52 thereunder, operate as a waiver of any such other security now
53 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.

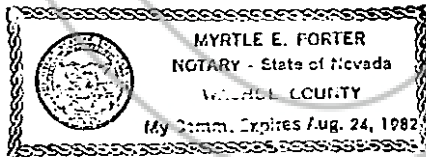
25 IN WITNESS WHEREOF, the said Grantor has hereunto
26 caused the foregoing to be executed the day and year first above
27 written.

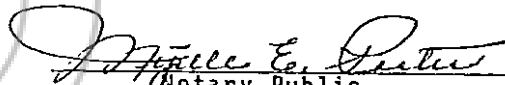
28 
29 Harlan G. Hiles

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 Myrtle E. Forter
40 Notary Public

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

46 -2 and last-

47 C. E. HORTON
48 ATTORNEY AT LAW
49 777 AULTMAN STREET
50 P. O. BOX 1280
51 ELY, NEVADA 89301
52 289-4431

53 BOOK 70 PAGE 429

54 **68415**