

DEED OF TRUST

1
2
3 THIS DEED OF TRUST, made and entered into this 22 day of
4 July, 1980, by and between PETER J. GOICOECHEA and GLADY
5 GOICOECHEA, husband and wife of Eureka, Nevada, P.O. Box 97, here-
6 inafter called "Grantor", and FIRST NATIONAL BANK OF NEVADA,
7 EUREKA BRANCH, Eureka, Nevada, "Trustee" and CIRIACO and ROSE
8 HERRERA, hsuband and wife of Reno, Nevada, as join tenants with
9 right of survivorship, hereinafter called "Beneficiaries".

10 WHEREAS, the Grantor is indebted to the Beneficiaries in the
11 sum of EIGHT THOUSAND DOLLARS, (\$8000.00), lawful money of the
12 United States of America, and has agreed to pay the same according
13 to the tenor and terms of a certain Promissory Note bearing even
14 date and made, executed and delivered by the Grantor to the said
15 Beneficiaries, a copy of which Note is attached hereto as Exhibit
16 "A" and made a part hereof.

17 NOW, THEREFORE, the said Grantor, for the purpose of securing
18 the payment of the said Promissory Note, and the principal and
19 interest, and all other amounts set forth, or therein provided to
20 be paid, and also the payment of all other moneys herein agreed
21 or provided to be paid by the said Grantor, if such payments are
22 made under the provisions of this instrument, with interest in
23 each case, hereby grants, bargains, sells, conveys and confirms
24 unto the said Trustee al the right, title, estate, interest,
25 homestead or other claim or demand, as well in law as in equity,
26 which the said Grantor now has or may hereafter acquire of, in or
27 to the property, improvements and appurtenances, situate in the
28 Town of Eureka, County of Eureka, State of Nevada, and more part-
29 icularly described as follows:

30 LOTS 5,6,7,8, & 9 in BLOCK 46
31 TOWN OF EUREKA, NEVADA
32 / / /

1 TO HAVE AND TO HOLD, the said premises, together with the
2 appurtenances, unto the said Trustee and to its successors and
3 assigns for the uses and purposes herein mentioned.

4 The following covenants of NRS 107.030 are hereby adopted and
5 made a part of this Deed of Trust: Nos. 1; 2 (\$none), 3;
6 4 (6%); 5;6; 7 (reasonable), 8; and 9.

7 Said Grantor, in consideration of the premises, hereby coven-
8 ants and agrees that neither the acceptance nor existence, now or
9 hereafter, or other security for the indebtedness secured hereby,
10 or the release thereof, shall operate as a waiver of the security
11 of this Deed of Trust, nor shall this Deed of Trust nor its satis-
12 faction nor a reconveyance made thereunder operate as a waiver of
13 any such other security now held or hereafter acquired.

14 This Deed of Trust shall inure to the benefit of and be binding
15 upon the Grantor as indicated in the first paragraph of this Deed
16 of Trust, and their respective heirs, executors, administrators
17 and assigns accordingly.

18 IN WITNESS WHEREOF, the Grantors have executed these presents
19 the day and year first above written.

20 *Peter J. Goicoechea*
21 _____
22 PETER J. GOICOECHEA

22 *Glady Goicoechea*
23 _____
24 GLADY GOICOECHEA

24 STATE OF NEVADA)
25 County of Eureka) : SS.

26 On July 24, 1980, personally appeared before
27 me, a Notary Public, PETER J. GOICOECHEA and GLADY GOICOECHEA, who
28 acknowledged to me that they executed the above instrument.

29 *Michelle F. Carlson*
30 _____
31 Notary Public.

31  MICHELLE F CARLSEN
32 Notary Public State of Nevada
Eureka County
My Commission Expires Dec. 27 1982

NOTE SECURED BY DEED OF TRUST

\$8000.00, Eureka, Nevada, July 22nd, 1980, PETER J. GOICOECHEA and GLADY GOICOECHEA, after date, for value received, undersigned promise to pay to CIRIACO HERRERA and ROSE HERRERA, or order, at Reno, Nevada, the sum of EIGHT THOUSAND DOLLARS, (\$8000.00), with interest at six (6%) percent per annum, payable as follows: The sum of ONE THOUSAND DOLLARS, (\$1000.00), plus interest at the rate of six percent (6%) per annum payable on the 22nd day of July, 1981, and a like sum of ONE THOUSAND DOLLARS, (\$1000.00), plus interest as aforesaid on the 22nd day of July of each and every calendar year thereafter, until the entire sum of EIGHT THOUSAND DOLLARS, (\$8000.00), plus interest has been fully paid.

Should default be made in payment of any principal and interest or in the performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the Court may fix as attorney's fees in said action. This note is secured by a DEED OF TRUST, of even date herewith, to

Peter J. Goicoechea
PETER J. GOICOECHEA
Gladys P. Goicoechea
GLADY P. GOICOECHEA

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same must be surrendered to the office for cancellation before reconveyance will be made.

RECORDED AT REQUEST OF Gladys Goicoechea
BOOK 84 PAGE 600
JUL 23 1980
A 8:45
OFFICE OF THE CLERK OF SUPERIOR COURT
EUREKA, CALIFORNIA
FILE NO. 75192
FEE \$ 5.00

BOOK 84 PAGE 600