

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 18<sup>th</sup> day of SEPTEMBER, 1980, by and between JAMES P. ITHURRALDE and MONIQUE ITHURRALDE, husband and wife of Eureka, Nevada, P.O. Box 26, hereinafter called "Grantor", and FIRST NATIONAL BANK OF NEVADA, EUREKA BRANCH, Eureka, Nevada, "Trustee" and CIRIACO and ROSE HERRERA, husband and wife of Reno, Nevada, as Joint Tenants with right of survivorship, hereinafter called "Beneficiaries".

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of TEN THOUSAND DOLLARS, (\$10000.00), lawful money of the United State of America, and has agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing even date and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said Promissory Note, and the principal and interest, and all other amounts set forth, or therein provided to be paid by the said Grantor, if such payments are made under the provisions of this instrument, with interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the rights, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in or to the property, improvements and apurtenances, situate in the Town of Eureka, County of Eureka, State of Nevada, and more particularly described as follows:

LOT 1 BLOCK 39A  
TOWNSITE OF EUREKA, NEVADA.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustee and to its successors and  
/ / /


1 assigns for the uses and purposes herein mentioned.


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

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

12 This Deed of Trust shall inure to the benefit of and be bind-  
13 ing upon the Grantor as indicated in the first paragraph of this  
14 Deed of Trust, and their respective heirs, executors, administrat-  
15 ors and assigns accordingly.

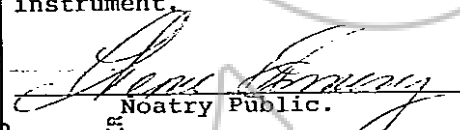
16 IN WITNESS WHEREOF, the Grantors have executed these presents  
17 the day and year first above written.

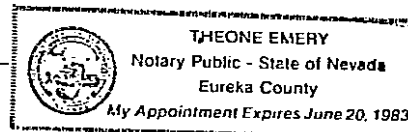
18   
19 JAMES P. ITHURRALDE

20   
21 MONIQUE ITHURRALDE

22 STATE OF NEVADA )  
23 : ss.  
24 County of Eureka )

25 On this 18 day of September, 1980, personally appeared  
26 before me, a Notary Public, JAMES P. ITHURRALDE and MONIQUE  
27 ITHURRALDE, who acknowledged to me that they executed the above  
28 instrument.

29   
30 Notary Public.



RECORDED AT REQUEST OF  
James P. Ithurralde  
BOOK 87 PAGE 423

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DUFFY - RECORDER  
FILE NO. 76853  
FEE \$ 4.00