

78138

DEED OF TRUST

THIS DEED OF TRUST made this 10th day of December, 1980, between DEAN HORN, "TRUSTOR", FIRST AMERICAN TITLE COMPANY OF NEVADA, "TRUSTEE", and CARMEN M. BALLIET, formerly CARMEN M. HORN, "BENEFICIARY".

W I T N E S S E T H:

The Trustor hereby grants, conveyed and confirms unto Trustee in trust with power to sell all those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

Lot 8 of Block 36, Crescent Valley Ranch and Farms, Unit No. 1, Eureka County, Nevada, as file No. 34083.

To secure the payment of a vehicle security agreement and note dated July 18, 1980, made by Trustor to First National Bank of Nevada, in the original sum of Eight Thousand Seven Hundred Eighty-Five Dollars and Ninety-two Cents (\$8,785.92), all as is more fully set forth in Exhibit "A", attached hereto and incorporated herein by reference.

1. Covenants Numbers 1, 2 (fair market value), 3, 4 (interest 17.6 percent), 5, 6, 7 (a reasonable attorney's fee), 8 and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

2. Notwithstanding, any other provision contained herein if the building or improvements which are now, or shall hereafter be erected on the premises which are the subject of this Deed of Trust shall suffer loss or be damaged by fire, the Trustor shall have the option to use the money from the insurance required by Covenant No. 2 of N.R.S. 107.030 to rebuild the said buildings and/or improvements or pay the Beneficiary

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575 FIFTH STREET
P. O. BOX 1629
ELKO, NEVADA 89801

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the remaining unpaid balance of the note secured hereby and retain the remainder.

3. As additional security Trustor irrevocably gives to Beneficiary the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property. Reserving, however, to Trustor the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

4. Should the Trustor be or become in default under any other Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum of principal and interest on the note secured hereby shall become immediately due at the option of the Trustee or Beneficiary.

5. In the event of default and the sale of the property hereby conveyed, Trustor promises to pay any deficiency between the amount realized on said sale and the obligations secured hereby and agrees that suit may be maintained for said deficiency.

6. Trustor agrees to pay and discharge all governmental and other liens or levies on said premises and to maintain the property and improvements thereon in the condition in which they now are, normal wear and tear excepted.

7. Neither any nor any combination of the following shall adversely affect the rights of the Beneficiary or the Trustee hereunder nor relieve any person from any obligations under this instrument or on the note secured hereby: extension of time for payment of any sum or sums; partial reconveyance; acceptance of any sum after the same is due, or after filing notice of breach and election to sell; joinder in granting any easement; joinder in any extension or subordination agreement.

8. Beneficiary shall be entitled to receive and apply upon the obligation secured hereby such sums as may be paid in any eminent domain proceedings affecting the premises whether payment of said obligation is due or not, provided however, that Beneficiary shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Deed of Trust.

9. The rights and remedies granted herein to Beneficiary and Trustee shall be concurrent and cumulative, and in addition to the rights and remedies granted by law.

10. Words used herein in any gender include all other genders, the singular includes the plural, and the plural the singular where appropriate.

11. The provisions herein shall bind and run in favor of the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust the day and year first above written.

Dean Horn
DEAN HORN

STATE OF NEVADA }
COUNTY OF ELKO } ss.

On this 10 day of December, 1980, personally appeared before me, a Notary Public, DEAN HORN, who acknowledged to me that he executed the above instrument.

Jack B. Ames
NOTARY PUBLIC

JACK B. AMES
ATTORNEY AT LAW
578 FIFTH STREET
P. O. BOX 1828
ELKO, NEVADA 89801

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Other Charges (ITEMIZED) \$ 377.79

Amount Financed \$ 6,276.22

No. 58-0 806

FINANCE CHARGE \$ 2,509.70

ANNUAL PERCENTAGE RATE 17.60%

Total of Payments \$ 8,785.92

Elko

Nevada,

July 18

19 80

For value received, I promise to pay in lawful money of the United States of America to the order of First National Bank of Nevada at its

Elko Main

Branch in this city the principal sum of Eight thousand seven

hundred eighty five and 92/100 *

Dollars on demand, if no demand is made then in 48 installments as follows:

One hundred eighty

three and 04/100 *

183,04.

Dollars (\$ 183,04.) of more on the 5th day of

August

19 80

and

One hundred eighty three and 04/100 * * Dollars (\$ 183,04) 1 or more on the 5th day of each and every

month thereafter until the 5th day of July 19 84

on which said date the entire balance of principal then unpaid shall become due and payable. Any unpaid balance may be paid, at any time, without penalty and any unearned finance charge and credit insurance premium will be refunded based on the "Rule of 78's".

If default be made in the payment when due of any part or installment of principal or interest, or in the event any act by or against the undersigned is deemed by the Bank in good faith to impair the prospect of payment, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note, without notice.

In the event that I shall fail to make any payment herein provided for, at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 10 days, I promise to pay a "Late Charge" of five cents (5c) for each dollar so overdue, but not less than two dollars (\$2.00) and not to exceed five dollars (\$5.00).

In addition thereto I promise to pay reasonable attorney's fees and costs incurred in the collection of this note or any part hereof without suit, or in the event of suit such additional sum as attorneys' fees as the court may adjudge reasonable. For the purpose of attachment or levy of execution, this note shall be payable wherever I may be situated, at the option of the holder.

This note is secured by a Security Agreement of even date. Additional security may be 1) a security interest in personal property securing other indebtedness to Bank. 2) a Banker's lien on property of debtor in possession of Bank.

*Insured must sign on Line 1.

ADDRESS Box 14, Crescent Valley, Nv. 89821

1. Dean Horn
DEBTOR

ADDRESS

2. DEBTOR

SECURITY AGREEMENT

This AGREEMENT, made this 18th day of July 19 80 by

Dean Horn

of Crescent Valley County of Eureka State of Nevada, hereinafter designated as DEBTOR, to

First National Bank of Nevada, Reno, Nevada, having its principal place of business in the City of Reno, County of Washoe, State of Nevada, hereinafter designated as SECURED PARTY.

WITNESSETH: Debtor hereby transfers and conveys to Secured Party a security interest in that certain vehicle described as follows:

Year	New or Used	Make Trade Name	No. Cyl.	Equipment: Std. Sports, Deluxe, Etc.	Type of Body	Key Number	Manufacturer's Serial Number
1980	New	Mercury	4		Capri		OR14A604984

now and to be permanently located in the City of Crescent Valley County of Eureka

State of Nevada, together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which shall become a component part thereof and included under the terms of this agreement, as security for the payment by Debtor of a promissory

note hereinafter referred to as note in the original amount of Eight thousand seven hundred eighty five and 92/100

(\$ 8,785.92), dated the 18th day of July 19 80 in accordance with its terms and executed by Debtor and payable to Secured Party, and for the payment of any other sum now, or hereafter owing from Debtor to Secured Party; provided, however, that the maximum amount to be secured hereby and remaining unpaid at any one time shall not exceed twice the original amount of the note above described. The Debtor hereby promises to pay said note and all other money obligations according to their tenor, and to perform all agreements as in said note and hereinafter in this agreement stated, according to their terms, all payments to be made in lawful money of the United States of America.

Each person signing this agreement, other than the bank, is a debtor; and the obligations of all debtors are joint and several.

Debtor incorporates and acknowledges the terms and conditions on the reverse side hereof as a part of this agreement.

*LIFE AND DISABILITY INSURANCE - The purchase of SINGLE LIFE (SL) OR JOINT LIFE (JL): SINGLE LIFE AND SINGLE DISABILITY (SL & SD) OR JOINT LIFE AND SINGLE DISABILITY (JL & SD) is voluntary and not required for credit.

DEBTOR DECLARES THAT HE HAS READ AND RECEIVED A COPY OF THIS AGREEMENT AND UNDERSTANDS THE EFFECT AND PURPORT THEREOF.

I desire (Check which): ☐ SL \$ 228.43 ☒ SD \$ 377.79 ☐ JL \$

at a total cost of \$ 606.22 for the term of the credit.

Disability (SD) insurance (if any) is available only to the person signing as insured. Insured (SL & SD) must sign on Line 1.

Signed 1 Dean Horn Date 7-18, 1980
INSURED

Dean Horn
DEBTOR

Signed 2 Co-Insured (if Joint Life is requested) Date 7-18, 1980

DEBTOR

By Mary Jo Anderson
FIRST NATIONAL BANK OF NEVADA

Box 14, Crescent Valley, Nv. 89821
ADDRESS

Mary Jo Anderson Loan Officer
TITLE

ADDRESS

Box 471, Elko, Nv. 89801

BRANCH ADDRESS

RECORDED AT REQUEST OF
Jack B. Ames
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80 DEC 16 A10: 51

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAULI-RECORDER
FILE NO. 78138
FEE \$ 7.00

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