

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of this 20th day of October, 1979, by and between ROBERT STEPHENSON and KAREN STEPHENSON, his wife, of the Town of Eureka, County of Eureka, State of Nevada, First Parties, hereinafter called the Grantors; FRONTIER TITLE COMPANY, a corporation, Second Party, hereinafter called the Trustee; and PATRICIA J. McCULLOCH, a married woman, of the Town of Eureka, County of Eureka, State of Nevada, Third Party, being hereinafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiary, PATRICIA J. McCULLOCH, in the sum of TEN THOUSAND DOLLARS (\$10,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantors to said Beneficiary, which note is in the words and figures as follows, to-wit:

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ATTORNEYS AT LAW  
P. O. BOX 388  
EUREKA, NEVADA 89801

BOOK 92 PAGE 29 1.

\$10,000.00

Elko, Nevada, October 20, 1979

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of PATRICIA J. McCULLOCH, a married woman, at FIRST NATIONAL BANK OF NEVADA, Eureka Branch, Eureka, Nevada, or wherever payment may be demanded by the holders of this note, the sum of TEN THOUSAND DOLLARS (\$10,000.00), together with interest to accrue upon the declining balance at the rate of twelve and one-half per cent (12½) per annum from date hereof, in the manner following, to-wit:

\$150.00, on or before the 20th day of November, 1979, and a like payment on or before the 20th day of each and every month thereafter, until such time as the principal and interest have been paid in full. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Makers may, at their option, increase the amount of said principal payment, make additional payments, or pay the entire unpaid principal, with accrued interest, in full at any time. Said additional payments, if any, shall be so identified in writing, and shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall in all events, pay at least the sum of \$150.00 on the principal and interest each and every month, as aforesaid.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and non-payment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, and if such default lasts for a period of thirty (30) days, the holder or holders may, at their option, declare the entire amount of principal and interest due and payable.

In case of default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Deed of Trust of even date herewith.

ROBERT STEPHENSON  
\_\_\_\_\_  
ROBERT STEPHENSON

KAREN STEPHENSON  
\_\_\_\_\_  
KAREN STEPHENSON

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiary or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

Lots 1, 2, 3 and 4 of Block 90, and Lot 1 of Block 102 of the Town of Eureka, County of Eureka, State of Nevada.

TOGETHER WITH any and all improvements situate thereon, or which may be placed thereon during the life of this Deed of Trust.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (\$ 10,000.00 ), 3, 4 (12½), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary to the Grantors.



Said Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence,

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BOOK 92 PAGE 31 3.


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.

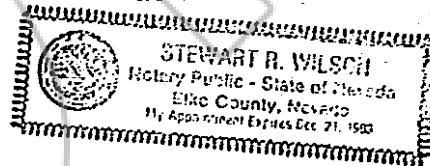
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

  
ROBERT STEPHENSON  
  
KAREN STEPHENSON

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF ELKO.  )

On February 19, 1981, personally appeared before me, a Notary Public, ROBERT STEPHENSON and KAREN STEPHENSON, his wife, who acknowledged that they executed the above instrument.

  
NOTARY PUBLIC



RECORDED AT REQUEST OF  
Wilson, Wilson & Barrows, Ltd.  
BOOK 92 PAGE 31

81 MAR 4 A10:25

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DECKER, RECORDER  
FILE NO. 75028  
FEE \$ 6.00

~~BOOK 92 PAGE 32~~

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