## DEED OF TRUST

THIS DEED OF TRUST made this /Z day of DECEMBER, 1981, between ROBERT L. WOODWORTH, "TRUSTOR", THE CORTEZ JOINT VENTURE, "TRUSTEE", and THE CORTEZ JOINT VENTURE of Cortez, Nevada, "BENEFICIARY".

## $\underline{W}$ $\underline{I}$ $\underline{T}$ $\underline{N}$ $\underline{E}$ $\underline{S}$ $\underline{S}$ $\underline{E}$ $\underline{T}$ $\underline{H}$ :

whereas, Trustor is indebted to Beneficiary in the sum of FOUR THOUSAND NINE DOLLARS AND EIGHTY-THREE CENTS (\$4,009.83), and has agreed to pay the same according to the terms of one certain Promissory Note of even date made by Trustor, payable to the order of Beneficiary the terms of which are incorporated herein by this reference as though fully set forth.

NOW, THEREFORE, Trustor for the purpose of securing the payment of said Promissory Note and principal, and other amounts set forth therein, and also of all other monies herein agreed or provided to be paid by Trustor, or which may be paid out or advanced by Beneficiary or Trustee, grants, conveys and confirms unto Trustee in trust with power to sell, all that certain real property herein described as follows, to-wit:

Lot 8, Block 34 of CRESCENT VALLEY RANCH & FARMS, UNIT #1, filed on April 6, 1959, as File No. 34081, Eureka County, Nevada records.

This Deed of Trust will be security for payment in lawful money of the United States of America, of any and all monies that may hereafter become due and payable from Trustor to Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debts of the Trustor to Beneficiary, howsoever evidenced.

In the event the herein described property, or any part thereof, or any interest thereon, is sold, agreed to be sold, conveyed or alienated by the Trustor or by the operation of law or otherwise, all obligations secured by this instrument;

JACK B. AMES
ATTORNEY AT LAW
STOR FIFTH STREET

BOOK 0 9 9 PAGE 5 8 7

ELKO, NEVADA 89801

irrespective of the maturity dates expressed therein at the option of the holder hereof, and without demand or notice shall immediately become due and payable.

The following covenants, numbers 1, 2, (a reasonable amount), 3, 4 (interest at the rate of ten (10) percent), 5, 6, 7 (a reasonable percent), 8, and 9 of Nevada Revised Statutes, Section 107.030 are hereby adopted and made a part of this Deed of Trust.

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.

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

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

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

STATE OF NEVADA

SS. COUNTY OF



On this 12 day of December, 1981, personally appeared before me, a Notary Public, ROBERT L. WOODWORTH, who acknowledged to me that he executed the foregoing instrument.

RECCRIDED AT REQUEST OF PLONEUR OF NV EDOK 99 FAGE 587

Indra J. Cremude

81 DEC 17 A11: 52

EUREKA COUNTY NEVADA WILLIS A DEPAGLI-RECORDER FEE: 5.00

JACK B. AMES ATTORNEY AT LAW 575 FIFTH STREET P. O. BOX 1628 ELKO, NEVADA 89801

BOOKO 99 PAGE588