

SEVENTH JUDICIAL COURT  
MERLYN H. HOYT  
DISTRICT JUDGE  
WHITE PINE, LINCOLN AND EUREKA COUNTIES  
STATE OF NEVADA



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

No. 1763

FILED  
JUL 11 3:31

108222

BY *[Signature]*  
DEPUTY

IN THE SEVENTH JUDICIAL DISTRICT COURT OF THE STATE OF  
NEVADA, IN AND FOR THE COUNTY OF WHITE PINE

\*\*\*\*\*

THE STATE OF NEVADA,  
Plaintiff,  
-vs-  
L. C. CARTER,  
Defendant.

ORDER EXONERATING BOND

IT IS HEREBY ORDERED that the bond in the above-  
mentioned matter in the amount of TWENTY-FIVE THOUSAND DOLLARS  
(\$25,000.00) is hereby exonerated.

DATED this 11th day of July, 1986.

*[Signature]*  
DISTRICT JUDGE

100553  
**DEED OF TRUST**

This Deed of Trust, Made this 17th day of September, 19 85

Between Mae Bell Janacek and Charles Janacek, herein called TRUSTOR.

**ALLIED FIDELITY CORPORATION**, an Indiana Corporation, of Indianapolis, Indiana, herein called Trustee,

and **ALLIED FIDELITY INSURANCE CO.**, herein called BENEFICIARY.

WITNESSETH: That Trustor hereby GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all that

property in the County of Eureka State of Nevada described as:

Lot s 51,52,53,54,55 Block El Cortez Rancho Unit Tract

as per map recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of Maps, Miscellaneous Records

in the office of the County Recorder of Eureka County.

FOR THE PURPOSE OF SECURING payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the Allied Fidelity Insurance Co., hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain indemnity agreement, which agreement is made a part hereof by reference as though fully set forth)

on account of, growing out of, or resulting from the execution of a certain bond on behalf of LC Carter

in the matter of State of Nevada vs. LC Carter  
AND FOR WHICH AMOUNTS and the matters set forth in the said indemnity agreement, the presents are security.

IT IS AGREED AND CONDITIONED that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking; the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten per cent per annum from demand to date of payment and attorney's fees.

IT IS FURTHER AGREED THAT: Upon Delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

SIGNATURE OF TRUSTOR

STREET AND NUMBER

CITY

STATE

Murphy Hot SpringsRogersonIdaho 83302Murphy Hot SpringsRogersonIdaho 83302

STATE OF Idaho ss  
COUNTY OF Twin Falls

On this 19th day of September  
19 85, before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared

Mae B. Janacek and Charles Janacek

known to me to be the persons whose name is above  
subscribed to the within instrument, and acknowledged that  
they executed the same.

WITNESS my hand and official seal.

(SEAL) William C. Rant  
Notary Public in and for said County and State

When recorded please mail to:

**ALLIED FIDELITY INSURANCE CO.**

Bail Bond Department

P.O. Box 7001

Indianapolis, Indiana 46260

SPACE BELOW FOR RECORDER'S USE ONLY

Robert O. Barlett  
139 398

25 OCT 21 P 1: 14

100553  
5.00

BOOK 156 PAGE 590

BOOK 139 PAGE 390



OFFICIAL RECORDS  
CLERK COUNTY, NEVADA  
M.M. PENAL EAT, RECORDER  
FILE NO. - 108222  
FEE \$ 7.00

Carson City, Nevada 89720

In the Matter of ALLIANCE FIDELITY INSURANCE COMPANY

**Claim for Release of Collateral - Exemption of Funds**

Date July 28, 1986

Agent Robert O. Bartlett  
Business Address 1225 Av D. P.O. Box 566  
East Ely, Nevada 89315

License No. 10234

Phone (702) 289-2593

Bond No. B25 018644

Defendant L.C. carter

Date Executed September 17, 1985

Amount: \$25,000.00

Court **7th Judicial**

Reason for Release of Collateral (Attach a certified and complete copy of minute order or notice of discharge.)

Order Exonerating Bond by 2th Judicial Judge Marilyn H. Hoyt

**Description of Collateral to be Released:**

Motor Vehicle Title: State Year Make

Center of Record (Name on the face of the title)

Vehicle ID No.

Person with possession of vehicle:	Defendant	Indemnitor	Ball 4237
------------------------------------	-----------	------------	-----------

If there is more than 1 title, please attach an extra page with the above information for each title.

<input checked="" type="checkbox"/> Real Property Deeds	Type of Deed	Deed of Trust

Trustor (Grantor) Mac Bell and Charles Janacek

### Beneficiary (Grantee)

Inscription/Address of Real Property: El Cortez Rancho Unit Lots 51, 52, 53, 54, 55

If cool is reported, indicate

County: Eureka; State: Nevada Book: 139 : Page: 398 : Doc. No. 100553

Cash: Amount \$

Bank Where Deposited (Bank/Branch)

Account Name

Account No.

Other: (Give complete Description, Attach Additional Sheets if Necessary)

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of knowledge and belief. I also hereby agree to the disclosure and release of any information pertinent to this case for exoneration held by any person or any law enforcement, governmental or business entity.

SUBSCRIBED and sworn before me this 28 day of July, 1986

Notary Public

Pass Agent's Signature

FOR DIVISION USE ONLY

Release Approved by

**Title**

## উপসংহতি

Date:

~~BOOK 156 PAGE 59~~