

51052

RECORDING REQUESTED BY

When Recorded Mail to  
NEVADA NATIONAL BANK OF COMMERCE  
Pioche, Nevada 89043

RECORDING DATA

FILED AND RECORDED AT REQUEST OF  
Nevada National Bank  
November 11, 1971  
AT 1 MINUTES PAST 9 O'CLOCK  
A.M. IN BOOK 3 OF OFFICIAL  
RECORDS, PAGE 152-153 LINCOLN  
COUNTY, NEVADA.

Space Above this Line for Recorder's Use

*Barbara S. Mathews*  
COUNTY RECORDER

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 22nd day of October, 1971 between  
Joseph D. Wilkin and Betty M. Wilkin, husband and wife, as joint tenants  
whose address is 5 111th St., Pioche, Nevada

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK OF COMMERCE, a National banking association, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in Lincoln County, Nevada, described as:

Lots Twelve (12) and Fourteen (14) in Lee Addition to the Town of Pioche as delineated on the official plat of said Town of Pioche now on file in the Office of the County Recorder of said County of Lincoln, to which plat reference is hereby made for further particulars, together with and all improvements now situated and being on the premises, consisting of a dwelling house and shed and including miscellaneous furniture contained therein, as of the date hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 5,845.80 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provisions (1) to (17), inclusive, set forth on the reverse and understands the same.

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 address hereinbefore set forth.

STATE OF NEVADA }  
COUNTY OF LINCOLN } ss.

On this 22nd day of October, 1971,

personally appeared before me, a Notary Public, Joseph

D. Wilkin & Betty M. Wilkin who acknowledged

that they executed the above instrument.

SIGNATURE OF TRUSTOR

*Joseph D. Wilkin*  
Joseph D. Wilkin  
*Betty M. Wilkin*  
Betty M. Wilkin

*Barbara S. Mathews*  
NOTARY PUBLIC

BARBARA S. MATHEWS  
Notary Public—State of Nevada  
COUNTY OF LINCOLN  
My Commission Expires Aug. 28, 1974

