CS

## NEVADA DEED OF TRUST

THIS DEED OF TRUST			
JOHN M. WADSWORTH and MARGARET A. WA	of October some		Λ
JOHN H. WADSWORTH and MARCARET A. WA	DSWORTH, husband and its	by and	between

whose address is Box 256. City of Panaca

designated whether singular or plural, for the purpose of brevity, as TRUSTOR, and

TITLE INSURANCE AND TRUST COMPANY, a corporation duly licensed to do business in the

EVANS PRODUCTS COMPANY, a corporation under the purpose of brevity as TRUSTOR, and

post office address is 3355 Hiswatha Avenue South, Hinnesots, hereinafter

designated for the purpose of brevity as BENEFICIARY.

That for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein, together with the payment of the indebtedness evidenced by one promissory note of even date herewith, and envertences or energy at its post office address hereinbefore mentioned in the manner as follows, to-wit:

239 consecutive monthly installments of \$ 266.00 each, or more, on the day of each and every month, commencing with the 15 day of principal and interest shall become due and payable on the 240ch. The unpaid balance due hereunder shall bear interest at the rate of 8 per cent per amum; said interest to be computed monthly each monthly payment credited as principal.

NAIL TAX STATEMENT TO: John M. Wadsworth Fox 256 Panaca, Nevada

That the Trustor irrevocably grants, transfers and amigns to the Trustoe in trust with power of sale, together with the sents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary of the provisions incorporated herein to collect and apply such rents, issues and profits, all tracts or purchs of land lying and being in State of Nevada, described as follows, to said:

Lot 2, Block 34, as the same is platted and described in the official plat of the Town of Panaca, now on file in the office of the County Recorder of said Lincoln County, Nevada. Subject to and including essements and rights of wey of record,

That the Trustors and any endorsers hereby fully and absolutely waive and release all applicable exemption rights of homestead of the property involved herein set forth and any uses and purposes granted to the owner of a homestead under and to the Constitution, and the Homestead Exemption Laws of the State of Nevada, and notwithstanding anything to the contrary, the Trustor shall have the absolute right at any time to prepay any part or all of said indebtedness prior to the

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor Agrees by the execution and delivery of this Deed of Trust and the note secured hereby, that provisions I to 16 inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

		Junty, 416.					
COUNTY Clark Churchill Douglas Eiko Esmeralda Eureka Humboldt Lander	DOCUMENT No. 413987 104132 24495 14831 26291 39602 115986 41172	BOOK 514 34 mrgs. 22 43 3H deeds 3 3	PAGE 591 591 415 343 138-141 283 83 758	COUNTY Lincoln Washoe Lyon Mineral Nye Ormsby Pershing Storey White Pine	OOCUMENT No. 41292 407205 88486 76648 47157 72637 57488 28573 128126	800K 0 mtgs. 734 31 mtgs. 16 mtgs. 67 19 28 R mtgs. 261	PAGE 467 221 449 534-537 163 102 58 112 341-344

which provisions, identical in all counties, and are printed on this Trust Deed hereby are adopted and incorporated herein and made a part hereof as fully as though set forth at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

## To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, firmigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably neccessary, the specific enumerations herein not excluding the general.
- The Trustor agrees to pay and discharge all costs, fees and expenses of the Trustee in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as
- 3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor without liability upon the Trustee for such release.
- 4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any sult or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
- 5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
- 6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor and Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- 7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
- 8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
- 9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said not to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
  - (a) Should default be made by the Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand of sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Doed, the notes
- 10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
  - (a) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
  - (b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

- 11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then accured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- 12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises wested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
- 13. This Deed of Trust applies to inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisces administrators, executors, successors and assigns.
- 14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the ferninine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
- 16. Where not inconsistent with the above covenants, of Nevada Revised Statutes, Section 107.030 are hereby adopted and made a part of this Deed of Trust with the same force and effect as if set forth at length and in detail herein.

The Trustor agrees to purchase at the Trustor's expense fire and windstorm insurance for the unpaid balance due on this Trust Deed naming therein the Beneficiary as additional party insured.

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. John M. Walswort	gl,
On this 44 day of October, 19 73, before	Trustor
me a notary public, within and for said county and state personally appeared John M. Wadaworth and	
Margaret A. Wadsworth, husband and wife, Margaret Q. Wadsworth	Trestor
who acknowledged that they executed the same as their	
free act and deed.  Margaret H. Jones  Notary Public	
Notary Public	
Lincoln County, Nevads MARGARET H. JOHIGS	1
My Commission Expires July 30, 1976  Notery Public As Newyork Lincola County My Commission Expires July 30, 1974	

(Do not Detach)

RECORDERS OFFICE: FOR THE EFFICIENCY OF MY OFFICE PLEASE STAMP, PRINT, TYPE, OR AFFIX ALL FILING DATA BELOW. THANK YOU.

No. 53643

FILED AND RECORDED AT REQUEST OF EVENS Products Co.

Nov. 8, 1973 k

At 1 MINUTES PAST 1 OCCOCK
P M IN BOOK 8 OF OFFICIAL RECORDS, PAGE 557-559 LINCOLN COUNTY, NEVADA.

This Instrument Deafted By Samuel Saliterman 700 Foshay Tower Minneapolis, Minn. 55402

when RECORDED RETURN TO: \_\_ Evans Products Company 3355 Hiawatha Avenus South Minneapolis, Minnesota 55406

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