1 2

DEED OF TRUST

7

10 11

12 13

14 15

16 17

18 19

20

21 22

23 24

25

26 27

28

29 30

31 32

RAYMOND FREE Attorney of Lev P. O. Box 218 87943

THIS DEED OF TRUST made and entered into on this S day of November, 1973, by and between EDWARD SURAK and GLORIA DAWN SURAK, Husband and Wife, of Alamo, Lincoln County, Nevada, hereinafter referred to as the Grantors, and NEVADA NATIONAL BANK, Pioche Branch, of Pioche, Lincoln County, Nevada, hereinafter referred to as the Trustee, and GLORAI DAWN SURAK, Guardian of the Estate of PHILLIP EDWARD AMMAR and CRAIG STEVEN AMMAR, of Alamo, Lincoln County, Nevada, hereinafter referred to as Beneficiary:

WITNESSETH:

That the Grantors, for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby convey and warrant unto the Trustee and to its successors in trust for the purpose of securing performance of the covenants and agreements herein contained, also as security for all other amounts due or to become due or not and whether otherwise secured or not, that certain real property situate in Lincoln County, Nevada, more particularly described as follows, to-wit:

A portion of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 8, Township 7 South, Range 61 East, MDB&M in Pahranagat Valley, Lincoln County, Nevada, described as follows: Commencing at the south quarter corner of said Section 8; thence north along the east line of said Southwest Quarter a distance of 1388.55 feet; thence north 86041 10" west a distance of 202.65 feet to the True Point of Beginning; thence continuing north 860 41'10" west a distance of 220 feet; thence north 0002'55" west a distance of 200 feet; thence south 86041'10" east a distance of 220 feet; thence south 0002 55" east a distance of 200 feet to the true point of beginning, said parcel containing approximately one acre, more or less, together with any and all improvements situate thereon.

TO HAVE AND TO HOLD the same unto the Trustee as herein provided.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein contained.

WHEREAS the Grantors are justly indebted to the Beneficiary upon that certain principal promissory note executed herewith and in words and figures as follows, to-wit:

\$9,000.00

Alamo, Nevada

November 21973

Promissory Note

We, the undersigned, promise to pay in lawful money of the United States of America to GLORIA DAWN SURAK, Guardian of the Estate of PHILLIP EDWARD AMMAR and CRAIG STEVEN AMMAR, the sum of Nine Thou sand Dollars (\$9,000.00) together with interest in like money at the rate of 9-1/2% per annum until paid, on the unpaid declining balance of said principal sum.

Principal and interest payable in monthly installments of One Hundred Eighty-nine and 02/100 Dollars (\$189,02) or more, which sum includes interest, commencing on the day of Mandard of Mandard of 1973, and continuing on the day of each and every calendar month thereafter until said principal and interest have been paid in full, said payments to be first credited against accrued interest and the balance thereof to be applied upon the principal amount hereof and said payments to be made in Alamo, Lincoln County, Nevada.

Privilege is reserved, however, to prepay at any time, without premium or fee, except as hereinafter provided, the entire indebtedness or any part thereof.

In case said installments, or any of them, are not paid when the same shall become due or within the grace period, the whole of said principal sum and interest shall forthwith become due and payable at the option of the holder of this note.

In the event of non-payment of this note at maturity or of its collection by litigation, we agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee.

MAKERS

EDWARD SURAK

GLORIA DAWN SURAK

THE GRANTORS covenant and agree as follows:

.

To pay said indebtedness and the interest thereon as herein and in said note provided or according to any agreement extending time of payment, also any other indebtedness due from Grantors to Beneficiary as hereinabove provided.

.

The following covenants: No. 1, No. 3, No. 4 (9-1/2%), No. 5, No. 6, No. 7 (reasonable), No. 8 and No. 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

3.

Grantors further covenant and agree that a 1967 Paramount Classic 20 x 57 mobile home, Serial No. 522918U, will be permanently affixed to and become a part of the above-described real property and will under no conditions be removed without the consent of the Seventh Judicial District Court of the State of Nevada, in and for the County of Lincoln, in that certain proceeding entitled: "In the Matter of the Guardianship of the Estate of PHILLIP EDWARD AM-

RAYMOND FREE Afterney or Law F. O. Box 218 Fieche, Nevende \$9043 Fhone 942-5220 1

3

5

6

8

9

10

11

12

13 14

15 16

17

18

19 20

23 24

25

26 27 28

32

BOOK

MAR and CRAIG STEVEN AMMAR, Minor Children", Case No. 1097, or 1 without the consent of the minor children upon their attaining the 2 age of majority. 3 IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written. EDWARD SURAK Slona 7 GLORIA DAWN SURAK STATE OF NEVADA) 9 COUNTY OF LINCOLN) 10 ON this g day of November, 1973, personally appeared before me, a Notary Public, EDWARD SURAK and GLORIA DAWN SURAK, Husband and 11 Wife, who acknowledged to me that they executed the foregoing ins-12 trument. 13 Notary Public 15 EVELYN HIGDER Notary Public-State of Nevada 16 COUNTY OF LINCOLN

My Commission Expires June 28, 1977 17 53647 FILED AND RECORDED AT REQUEST OF 18 Raymond Pree November 9, 1973 19 AT 20 MINUTES PAST 1 O'CLOCK 20 ...P.M IN BOOK ... OF OFFICIAL ERCORDS, PAGE 563 21 COUNTY, NEVADA 22 23 24 25 27 28 29 30 32 RAYMOND FREE Attorney at Law P. O. Bax 218

8 mgt 565