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DEED OF TRUST

THIS ~~DEED~~<sup>Q.W.</sup> OF TRUST, made and entered into this ~~2nd~~<sup>2nd</sup> day of ~~January~~<sup>January</sup>, 1974, by and between LYLE WISEMAN and MARY WISEMAN, husband and wife, of Milford, County of ~~Douglas~~<sup>Douglas</sup>, State of Utah, hereinafter called "Grantor", and NEBACO, INC., a Nevada corporation, of Reno, Washoe County, State of Nevada, hereinafter called the "Trustee", and JAY WRIGHT and MARJORIE WRIGHT, husband and wife, of Hiko, County of Lincoln, State of Nevada, hereinafter called the "Beneficiary";

W I T N E S S E T H:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

Mount Diablo Meridian, Nevada  
T. 6 N., R. 66 E.,  
Sec. 3, S 1/2 SW 1/4;  
Sec. 4, SE 1/4 SE 1/4;  
Sec. 9, E 1/2 NE 1/4;  
Sec. 10, NW 1/4;  
containing 360 acres.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$28,400.00, together with interest thereon at Seven Percent (7%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), \$ ~~0~~ ; 3; 4 (Interest) 7% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby

1 covenants and agrees that neither the acceptance nor existence,  
2 now or hereafter, of other security for the indebtedness secured  
3 hereby, nor the release thereof, shall operate as a waiver of the  
4 security of this Deed of Trust, nor shall this Deed of Trust nor  
5 its satisfaction, nor a reconveyance made thereunder, operate as  
6 a waiver of any such other security now held or hereafter acquired.

7 Said Grantor further covenants and agrees that he  
8 will, during the life of this Deed of Trust, keep the buildings,  
9 structures and improvements situate and being upon the above described  
10 real property in as good a state of repair as the same now are,  
11 and that in the event that the said Grantor makes any alterations  
12 or improvements in or upon or to the structures and buildings  
13 situate on the above described premises, that the said Beneficiary  
14 shall be protected from any mechanics' liens of any kind whatsoever  
15 either for work and labor done or performed or materials furnished,  
16 and to that end the said Grantor agrees to file a Notice of Non-  
17 Responsibility in accordance with the requirements of the Statutes  
18 of the State of Nevada. It is further understood and agreed that  
19 the breach of either, any or all of the conditions herein set forth  
20 shall be sufficient ground for the Beneficiary to proceed to foreclose  
21 the said Deed of Trust in accordance with the provisions of the  
22 Statutes of the State of Nevada, as in such cases made and provided.

23 The undersigned Grantor requests that a copy of any  
24 Notice of Default and of any Notice of Sale hereunder be mailed  
25 to him at his address hereinbefore set forth.

26 The word "Grantor" and the language of this instrument  
27 shall, where there is more than one Grantor, be construed as plural,  
28 and be binding on all Grantors, and upon his or their heirs, succes-  
29 sors, executors, administrators and assigns.

30 IN WITNESS WHEREOF, the said Grantor has hereunto  
31 caused the foregoing to be executed the day and year first above  
32 written.

*Lyle Wiseman*  
Lyle Wiseman

*Mary Wiseman*  
Mary Wiseman

33 State of ~~Nevada~~ }  
34 County of ~~Lincoln~~ } ss.

35 On January 1, 1974, personally appeared before  
36 me LYLE WISEMAN and MARY WISEMAN, husband and wife, who acknowledged  
37 that they executed the above instrument.

38 No. 53815  
39 FILED AND RECORDED AT REQUEST OF  
40 Nevada National Bank  
41 Jan. 17, 1974  
42 AT 30 MINUTES PAST 2 O'CLOCK  
43 P.M. IN BOOK 9 OF OFFICIAL  
44 RECORDS, PAGE 93-94 LINCOLN  
45 COUNTY, NEVADA.

*Melba Lynch*  
Notary Public

MELBA LYNCH  
Notary Public - State of Nevada  
Lincoln County  
My Commission Expires Nov. 5, 1977

GRAY, HORTON AND HILL  
ATTORNEYS AT LAW  
777 ANTHONY STREET  
P. O. BOX 1260  
ELY, NEVADA 89301  
TELEPHONE 289-4431

*Dennis ...*  
COUNTY RECORDER