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DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 10th day of January, 1974, by and between KEITH LOPEMAN and LaCRETA LOPEMAN, husband and wife, HOWARD NESS and LETTY NESS, husband and wife, ALEX CORONEOS and DOROTHY CORONEOS, husband and wife, GARY ASHWORTH and NANCY ASHWORTH, husband and wife, ~~and~~ ~~NEVADA STATE BANK~~ of Las Vegas, County of Clark, State of Nevada, hereinafter called "Grantor", and NEVADA STATE BANK of 4th & Carson Streets, P. O. Box 990, Las Vegas, County of Clark, State of Nevada, hereinafter called the "Trustee", and ROBERT I. OLSON and MARY OLSON, husband and wife, of Caliente, 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:

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section Nine (9), Township Four South (T. 4 S.) Range Sixty-seven East (R. 67 E.), M.D.B.&M., in the County of Lincoln, State of Nevada, being Patent No. 869310, containing 40 acres, more or less; excepted from the above-described parcel of ground are any and all rights of way on, over or across the described land for railroad purposes.

Mount Diablo Meridian, Nevada

T. 4 S., R. 67 E.,
Sec. 9 NE 1/4 NE 1/4 SE 1/4,
N 1/2 SE 1/4 NE 1/4 SE 1/4,
SE 1/4 SE 1/4 NE 1/4 SE 1/4;
Sec. 11: N 1/2 NW 1/4 SW 1/4,
SW 1/4 NW 1/4 SW 1/4,
N 1/2 SE 1/4 NW 1/4 SW 1/4,
SW 1/4 SW 1/4 SW 1/4 NW 1/4;

containing 55.00 acres.

All of the land in the South half of the Northwest Quarter (S 1/2 NW 1/4) of Section 9, T. 4 S., R. 67 E., M.D.B.&M., which lies north of the right of way of the Union Pacific Railroad in Lincoln County, Nevada, and further described as follows:

Commencing at the Northwest corner of the SW 1/4 NW 1/4 of said Sec. 9 & running thence South 433.30 feet to the said railroad right of way, thence running in an easterly direction along the north boundary of said right of way to a point on the East line of said SW 1/4 NW 1/4 Sec. 9, thence running North 50 feet, thence running easterly along the north boundary of said right of way to a point on the east line of the SE 1/4 NW 1/4 Sec. 9, thence running North 810 feet to the Northeast corner of said SE 1/4 NW 1/4 Sec. 9, thence running West 2640 feet to point of beginning, & containing 38.7 acres, more or less.

1 Together with those certain water rights represented
2 by Permit Nos. 24600, 24601, 24602 and 24603 and Cer-
3 tificate Nos. 7968, 7969, 7970 and 7971.

4 Together with a certain electric transmission line con-
5 structed on said property.

6 In trust nevertheless, to secure to the above named
7 Beneficiary, the payment of Sixty Thousand Dollars (\$60,000.00),
8 together with interest thereon at Seven Percent (7%) per annum;
9 said interest and principal to be paid according to the terms,
10 conditions and tenor of a Promissory Note made by the Grantor
11 to the Beneficiary for said sum; said Note being of even date
12 herewith; and also to secure the payment of all other moneys
13 herein agreed or provided to be paid by the said Grantor, or
14 which may be paid out or advanced by the Beneficiary or Trustee,
15 whether such payments or advancements are made under the provisions
16 of this instrument or otherwise, with the interest in each case;
17 and also the payment of all advancements or renewals of the afore-
18 said Note, or any indebtedness secured by this Deed of Trust.

19 TOGETHER WITH ALL AND SINGULAR, the tenements, heredi-
20 taments and appurtenances thereunto belonging, or therewith had
21 and enjoyed, and the reversion and reversions, remainder and
22 remainders, rents, issues and profits thereof.

23 TO HAVE AND TO HOLD, the said premises, together
24 with the appurtenances, unto the said Trustee, and to his heirs,
25 successors and assigns for the uses and purposes therein mentioned.

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

30 The following covenants, Nos. 1; 2 (Insurance),
31 \$60,000.00; 3; 4 (Interest) 7% per annum; 5; 6; 7 (Attorney's
32 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 covenants and agrees that neither the acceptance nor existence,
now or hereafter, of other security for the indebtedness secured
hereby, nor the release thereof, shall operate as a waiver of
the security of this Deed of Trust, nor shall this Deed of Trust
nor its satisfaction, nor a reconveyance made thereunder, operate
as a waiver of any such other security now held or hereafter acquir-

Said Grantor further covenants and agrees that he
will, during the life of this Deed of Trust, keep the buildings,
structures and improvements situate and being upon the above describ-
ed real property in as good a state of repair as the same now
are, and that in the event that the said Grantor makes any alterations
or improvements in or upon or to the structures and buildings
situate on the above described premises, that the said Beneficiary
shall be protected from any mechanics' liens of any kind whatsoever
either for work and labor done or performed or materials furnished,
and to that end the said Grantor agrees to file a Notice of Non-
Responsibility in accordance with the requirements of the Statutes
of the State of Nevada. It is further understood and agreed that
the breach of either, any or all of the conditions herein set
forth shall be sufficient ground for the Beneficiary to proceed

GRAY, HORTON AND HILL
ATTORNEYS AT LAW
777 AULTMAN STREET
R. O. BOX 1286
ELY, NEVADA 89301
TELEPHONE 288-4481

1 to foreclose the said Deed of Trust in accordance with the provisions
2 of the Statutes of the State of Nevada, as in such cases made
and provided.

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

5 The word "Grantor" and the language of this instrument
6 shall, where there is more than one Grantor, be construed as plural,
and be binding on all Grantors, and upon his or their heirs,
7 successors, executors, administrators and assigns.

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

10 Keith Lopeman
11 Keith Lopeman

12 LaCreta Lopeman
13 LaCreta Lopeman

14 Howard Ness
15 Howard Ness

16 Letty Ness
17 Letty Ness

18 Alex Coroneos
19 Alex Coroneos

20 Dorothy Coroneos
21 Dorothy Coroneos

22 Gary Ashworth
23 Gary Ashworth

24 Nancy Ashworth
25 Nancy Ashworth

26 Notary Public
27 ~~Notary Public~~ JK

28 State of Nevada,
29 County of Clark. } ss.

30 On January 14, 1974, personally appeared before
31 me, KEITH LOPEMAN and LaCRETA LOPEMAN, husband and wife, who
32 acknowledged that they executed the above instrument.

GRAY, HORTON AND HILL
ATTORNEYS AT LAW
777 ADLTHAN STREET
P. O. BOX 1899
ELY, NEVADA 89301
TELEPHONE 289-4491

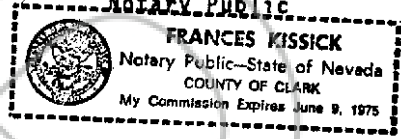
FRANCES KISSICK
Notary Public - State of Nevada
COUNTY OF CLARK
My Commission Expires June 9, 1978

Frances Kissick
Notary Public

1 State of Nevada,
2 County of Clark. } ss.

3 On January 14, 1974, personally appeared before
4 me, HOWARD NESS and LETTY NESS, husband and wife, who acknowledged
5 that they executed the above instrument.

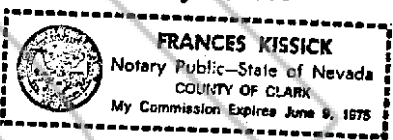
6 Frances Kissick
7 Notary Public



8 State of Nevada,
9 County of Clark. } ss.

10 On January 16, 1974, personally appeared before
11 me, ALEX CORONEOS and DOROTHY CORONEOS, husband and wife, who
12 acknowledged that they executed the above instrument.

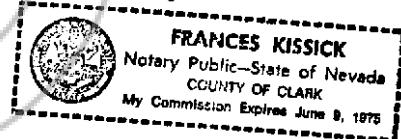
13 Frances Kissick
14 Notary Public



15 State of Nevada,
16 County of Clark. } ss.

17 On January 16, 1974, personally appeared before
18 me, GARY ASHWORTH and NANCY ASHWORTH, husband and wife, who acknow-
19 edged that they executed the above instrument.

20 Frances Kissick
21 Notary Public



22 State of Nevada,
23 County of Clark. } ss.

24 On _____, 1974, personally appeared before
25 me, ~~WICK J. FAIRBANKS~~, who acknowledged that he executed the above
26 instrument.

27 _____
28 Notary Public

29 No. 53826
30 FILED AND RECORDED AT REQUEST OF
31 C. E. Horton
32 JAN. 23 1974
33 AT 1 MINUTES PAST 1 O'CLOCK
34 P.M IN BOOK 9 OF OFFICIAL
35 RECORDS, PAGE 115-118 LINCOLN
36 COUNTY, NEVADA.

Howard Horton
COUNTY RECORDER

GRAY, MORTON AND HILL
ATTORNEYS AT LAW
777 AULTMAN STREET
R. O. BOX 1286
ELY, NEVADA 89301
TELEPHONE 289-4491