

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

DEED OF TRUST

THIS DEED OF TRUST, made and entered into on this 2nd day of November, 1973, by and between RICHARD C. BALLOW and JUANITA MAE BALLOW, Husband and Wife, of Caliente, 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 ROSS HARRISON and BETTY HARRISON, Husband and Wife, of Caliente, Lincoln County, Nevada, hereinafter referred to as Beneficiaries.

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 more particularly described as follows, to-wit:

That certain parcel of land situate in the City of Caliente, County of Lincoln, State of Nevada, bounded and described as follows, to-wit: commencing at the southeast corner of Lot One (1) in Block Forty-seven (47), North Side Addition to the City of Caliente, thence north along the east side line of said lot a distance of 82.7 feet, which is the point of beginning; thence west 131.17 feet to the west side line of said lot; thence north along said west side line of said lot a distance of 82.7 feet; thence east a distance of 131.17 feet to the east side line of said lot; thence south a distance of 82.7 feet to the point of beginning, 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 Beneficiaries upon that certain principal promissory note executed herewith and in words and figures as follows, to-wit:

\$6,000.00                      Caliente, Nevada                      November 2, 1973

PROMISSORY NOTE

We, the undersigned, RICHARD C. BALLOW and JUANITA MAE BALLOW, promise to pay in lawful money of the United States of America to ROSS HARRISON and BETTY HARRISON the sum of Six Thousand Dollars (\$6,000.00) payable in the manner following: Two Hundred Dollars (\$200.00) on or before the 1st day of January, 1974, and the further sum of One Hundred Dollars (\$100.00) on the 15th day of January, 1974, and One Hundred Dollars (\$100.00) each and every month thereafter on the 15th day of the month, continuing for the next succeeding fifty-seven (57) months.

RAYMOND FREE  
Attorney at Law  
P. O. Box 218  
Pioche, Nevada  
89043  
Phone 962-5220

*RF*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

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 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.

This Note is secured by a Deed of Trust of even date herewith.

MAKERS

Richard C Ballow  
RICHARD C. BALLOW

Juanita Mae Ballow  
JUANITA MAE BALLOW

THE GRANTORS covenant and agree as follows, to-wit:

1.

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 Beneficiaries as hereinabove provided.

2.

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

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

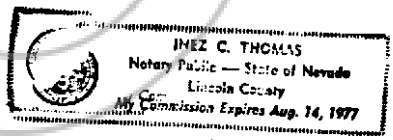
Richard C Ballow  
RICHARD C. BALLOW

Juanita Mae Ballow  
JUANITA MAE BALLOW

STATE OF NEVADA)  
: ss  
COUNTY OF LINCOLN)

On this 24 day of January, 1974, personally appeared before me, a Notary Public, RICHARD C. BALLOW and JUANITA MAE BALLOW, Husband and Wife, who acknowledged to me that they executed the foregoing instrument.

Inez C Thomas  
Notary Public



RAYMOND FREE  
Attorney at Law  
P. O. Box 218  
Pioche, Nevada  
89043  
Phone 962-5220

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.

This Note is secured by a deed of trust of even date herewith.

MARRIAGE

Richard O. Harrison  
RICHARD O. HARRISON

Thomas W. Harrison  
THOMAS W. HARRISON

THE FOREGOING COVENANT AND AGREEMENT FOLLOWS, TO-WIT:

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.

53834

FILED AND RECORDED AT REQUEST OF  
Ross Harrison  
January 25, 1974  
AT 15 MINUTES PAST 1 O'CLOCK  
P.M. IN BOOK 9 OF OFFICIAL  
RECORDS, PAGE 131-133 LINCOLN  
COUNTY, NEVADA.

Thomas W. Harrison  
COUNTY RECORDER

(COUNTY RECORDER)

(COUNTY RECORDER)

...of any kind, however, to be reserved, and the same shall be subject to the same conditions and restrictions as are herein provided.