

DEED OF TRUST

THIS DEED OF TRUST made and entered into on this 25<sup>th</sup> day of March, 1974, 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 HAROLD E. WOOLRIDGE and LUCILLE A. WOOLRIDGE, Husband and Wife, of 12240 Valhalla Dr., Lakeside, Calif., 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 situate in Lincoln County, Nevada, more particularly described as follows, to-wit:

All that certain lot, piece or parcel of land situate in Pahrangat Valley, Lincoln County, Nevada, described as: Beginning at the southeast corner of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 8, Township 7 South, Range 61 East, MDB&M, running north 622 feet; thence west along cemetery fence 1304 feet to the forty line; thence south 622 feet to the west corner of the forty line; thence east 1304 feet to the place of beginning, save and excepting therefrom the following described parcel, to-wit:

A portion of the Northeast Quarter of the Southwest Quarter (NE/4 SW/4), Section 8, Township 7 South, Range 61 East, MDB&M, described as: Commencing at the south quarter corner of said Section 8; thence north along the east line of said southwest Quarter (SW/4) a distance of 1388.55 feet; thence north 86°41'10" west a distance of 16.03 feet to the True Point of Beginning; thence continuing north 86°41'10" west a distance of 406.62 feet; thence north 0°02'55" west a distance of 528.72 feet; thence south 89°34'49" east a distance of 406.40 feet; thence south a distance of 549.25 feet to the true point of beginning, said parcel containing 5.0256 acres, more or less.

Together with any and all improvements situate thereon and together with ~~six and one half (6-1/2) shares of water in the Alamo Irrigation Company.~~ *SMK/B*

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:

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3,850.00

Alamo, Nevada

March \_\_, 1974

PROMISSORY NOTE

We, the undersigned, promise to pay in lawful money of the United States of America to HAROLD E. WOOLRIDGE and LUCILLE A. WOOLRIDGE, the sum of ~~Seven Thousand Eight Hundred Dollars (\$7,800.00)~~ together with interest in like money at the rate of 9.5% per annum until paid, on the unpaid declining balance of said principal sum.

Principal and interest payable on or before the 1st day of April, 1975, 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 indebtedness is not paid when the same shall become due, 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 J. Surak  
EDWARD SURAK

Gloria Dawn Surak  
GLORIA DAWN SURAK

THE GRANTORS covenant and agree as follows:

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 (Nine), 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.

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

Edward J. Surak  
EDWARD SURAK

Gloria Dawn Surak  
GLORIA DAWN SURAK

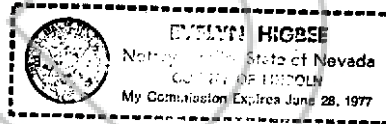
ACKNOWLEDGMENT ATTACHED

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1 STATE OF NEVADA)  
: ss  
2 COUNTY OF LINCOLN)

3 On this 28 day of March, 1974, personally appeared before me, a No-  
4 tary Public, EDWARD SURAK and GLORIA DAWN SURAK, Husband and Wife,  
who acknowledged to me that they executed the foregoing instrument.

*Evelyn Higbee*  
Notary Public



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9 No. 54159  
10 FILED AND RECORDED AT REQUEST OF  
Raymond Free  
11 April 1, 1974  
12 AT 15 MINUTES PAST 12 O'CLOCK  
LINCOLN COUNTY, NEVADA, RECORDS.  
13 *James W. ...*  
COUNTY CLERK

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