

54218

RECORDING REQUESTED BY
When Recorded Mail to
NEVADA NATIONAL BANK
P.O. Box 247A
Pioche, Nevada 89043

RECORDING DATA
No. _____
FILED AND RECORDED AT REQUEST OF
NEVADA NATIONAL BANK
APRIL 9, 1974
AT 20 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 9 OF OFFICIAL
RECORDS, PAGE 619 LINCOLN
COUNTY, NEVADA.
David Beardsley
COUNTY RECORDER

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 5th day of April, 1974, between
John M. Stratton and Nykki L. Stratton, husband and wife.
whose address is P.O. Box 335 Pioche Nevada 89043

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK
a National banking association, organized and existing under and by virtue of the laws of the State of Nevada,
herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring
to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and
plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property
in Lincoln County, Nevada, described as:

A rectangular parcel of land, measuring 20 feet by 80 feet, situate in Block 5 of the
Pioche Townsite, as shown on the official map of Pioche, and further described by metes and
bounds, as follows, to-wit:

Beginning at a point which bears S. 1° 08' E. a distance of 1246.90 feet from the northeast
corner of Section 22, T1N., R.67E., MDB&M., thence N. 86° 00' E. a distance of 180.00 feet
to a point; thence S. 4° 00' W a distance of 120.00 feet to a point; thence S. 86° 00' E. a
distance of 130 feet to the northwest corner of the subject parcel, the true point of
beginning; thence S. 86° 00' E. a distance of 20.00 feet to a point; thence S. 4° 00' W. a
distance of 80.00 feet to a point; thence N. 86° 00' W. a distance of 20.00 feet to a point;
thence N. 4° 00' E. a distance of 80.00 feet to the true point of beginning; said parcel
contains an area of 0.04 of an acre (1600 sq. Ft.) more or less. ALSO, The East 60 feet
of lot numbered thirty-six (36) of Block Five (5) of the Pioche Mines Consolidated, Inc.
Addition, Supplement "B" to the official plat of the town of Pioche, Lincoln County,
Nevada.

Said above two (2) parcels of land comprise one parcel of land 80 feet square, being the east
60 feet of lot 36, Block 5 and the adjoining 20 feet of the Highway maintenance site
in said Block 5.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and pay-
ments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any
agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and
conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents,
issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and
agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrig-
eration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any build-
ing or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of
the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$5,000.00, s. s. s. with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the
order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may
hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another
Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the
Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired
by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the
time of execution of this Deed of Trust, or arising thereafter. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of
this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other
obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein re-
ferred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and
"Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust;
and Trustor acknowledges that he has read the copy of said provisions (1) to (17), inclusive, set forth on the reverse and under-
stands the same.

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

STATE OF NEVADA }
COUNTY OF Lincoln } ss.
On this 5th day of April, 1974,

SIGNATURE OF TRUSTOR
John M. Stratton
John M. Stratton
Nykki L. Stratton
Nykki L. Stratton

personally appeared before me, a Notary Public,
John M. & Nykki L. Stratton who acknowledged
that they executed the above instrument.

Melba Lynch
NOTARY PUBLIC

MELBA LYNCH
Notary Public - State of Nevada
Lincoln County
My Commission Expires Nov. 3, 1977

