

Lincoln County

A-400-DEED OF TRUST-With Tax and Insurance Clause

MARTIN Stationery Co., Dallas

THE STATE OF ~~TEXAS~~  
COUNTY OF LINCOLN

Know All Men By These Presents:

THAT THE UNDERSIGNED

D. C. DAY and wife, NELL F. DAY

of the County of Lincoln and State of Nevada, in consideration of the debt and trust hereinafter mentioned, have... Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Leon Watson Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Lincoln and State ~~of Texas~~ of Nevada, to-wit:

Mount Diablo Meridian, Nevada  
T. 3 S., R. 55 E.,  
Sec. 36, NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ ,  
Lincoln County, ~~Nevada~~ Nevada.

together with Water Right Permit No. 19593.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of ORB promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to Thelma Jo Tracy Nevada, or order at Pioche, Lincoln County,

Being in the principal sum of \$20,000.00, payable in 10 annual installments of \$2000.00, the first of said installments being due and payable on or before March 18, 1976, and a similar installment on the 18th. day of each March thereafter until the full amount of said note is paid.

Lincoln County.

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ until paid  
at the rate of 7% per centum per annum, said principal and interest payable as it accrues  
as it accrues at the office of Thelma Jo Tracy

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect: but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell

the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of.....

Lincoln County, Nevada, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

THE UNDERSIGNED FURTHER COVENANT with said Trustee that... W.F.,  
at all times, during the continuance of this trust, keep the buildings and improvements now on, or hereafter to be erected on, said premises, insured against loss by fire and tornado to the amount of \$.....or to the extent insurance can be obtained thereon, in companies acceptable to and with loss payable to said Trustee, or his successors, for the benefit of the payee or the legal holder and owner of said note, and deliver the policies to said Trustee, or his successors, and to pay, before the same shall become delinquent, all taxes and assessments that may be levied or assessed against said premises or any part thereof. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the rate of 10% per cent. per annum from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of Lincoln, Nevada, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any items secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

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It is contemplated that the above property will be sold in five (5) acre blocks and upon full payment of the area included in said blocks the holder of said note agrees to release said tracts and credit the amounts paid on the annual principal payment due.

WITNESS our hand S this 18th. day of March, A. D. 19 75.

*D. C. Day*  
*Nell F. Day*

THE STATE OF ~~TEXAS~~  
NEVADA  
COUNTY OF LINCOLN

BEFORE ME, the undersigned authority,

Nevada,  
in and for said County, ~~Texas~~ on this day personally appeared  
D. C. Day and wife, Nell F. Day

known to me to be the person ~~S~~ whose name ~~S~~ are subscribed to the foregoing instrument, and acknowledged to me that  
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 31<sup>st</sup> day of March, A.D. 1975.



*J. D. Davis*  
Notary Public, Lincoln Nevada  
My Commission Expires ~~June~~ September 28, 1976

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

\_\_\_\_\_ wife of \_\_\_\_\_  
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and  
apart from her husband, and having the same fully explained to her, she, the said

\_\_\_\_\_ acknowledged such instrument to be her act and deed, and  
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish  
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L.S.)

Notary Public, \_\_\_\_\_ County, Texas  
My Commission Expires June \_\_\_\_\_, 19 \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared \_\_\_\_\_

and \_\_\_\_\_  
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that  
they each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_

\_\_\_\_\_ wife of the said \_\_\_\_\_ having been  
examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_

\_\_\_\_\_ acknowledged such instrument to be her act and deed, and  
she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish  
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L.S.)

Notary Public, \_\_\_\_\_ County, Texas  
My Commission Expires June \_\_\_\_\_, 19 \_\_\_\_\_

56176

A-400

# DEED OF TRUST

(With Tax and Insurance Clause)

TO \_\_\_\_\_  
Trustee:

Benefit of \_\_\_\_\_

FILED FOR RECORD

This 15th day of April, A.D. 19 75  
at 10:50 o'clock A. M.

*[Signature]*  
Recorder  
Lincoln County, Nebraska  
By \_\_\_\_\_, Deputy.

RECORDED

In Volume 14 Page 51  
Recording Fee \$ 6.00

This instrument should be filed immediately with the  
County Clerk for Record.  
MARTIN SHERMAN Co., Inc.