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DEED OF TRUST

THIS DEED OF TRUST, made the 30th day of August, 1976, between GERALD L. SCHIERMAN and SHIRLEY ANN SCHIERMAN, husband and wife, both of the County of Lincoln, State of Nevada, hereinafter called "Grantors", and FIRST COMMERCIAL TITLE COMPANY OF RENO, NEVADA, hereinafter called "Trustee", and SAN MIGUEL BASIN STATE BANK OF NORWOOD, COLORADO, hereinafter called "Beneficiary".

WITNESSETH:

WHEREAS, Grantors are indebted to Beneficiary in the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00), lawful money of the United States, and have agreed and by these presents do agree to pay said Beneficiary the same with interest thereon according to the terms of a certain promissory note executed and delivered therefor by Grantors to Beneficiary.

NOW, THEREFORE, Grantors for the purpose of securing the payment of said promissory note and principal and interest and other amounts set forth herein, and also of all other monies herein agreed or provided to be paid by Grantors, or which may be paid out or advanced by Beneficiary of Trustee under the provisions of this instrument, with interest in each case, grant unto the Trustee all that certain real property situate, lying and being in the County of Lincoln, State of Nevada, and particularly described as follows:

Commencing at the southwest corner of the NE 1/4 SW 1/4 of Section 5, Township 7 South, Range 61 East, M.D.B. & M., thence running due east along the south line of said NE 1/4 SW 1/4 a distance of 910 feet, more or less, to the west line of Main Street at the northeast corner of Lot 1, Block 46, Alamo townsite, on file in the office of the County Recorder of said Lincoln County; running thence north 1°23' west along the west side of said Main Street and the projection thereof a distance of 640 feet, thence south 88°37' west a distance of 295 feet, thence south 1°23' east a distance of 100 feet to the true point of beginning; thence south 88°37' west a distance of 125 feet, thence south 1°23' east a distance of 100 feet, thence north 88°37' east a distance of 125 feet, thence north 1°23' west a distance of 100 feet to the point of beginning.

Together with a non-exclusive easement 45 feet wide for a roadway and utilities, the center line of which is described as follows: Commencing at a point in the west line of said Main Street and the projection thereof a distance of 662.50 feet bearing 1°23' west from said northeast corner of Lot 1, Block 46; running thence south 88°37' west a distance of 272.50 feet, thence south 1°23' east a distance of 200 feet to the point of ending.

32821-1R

When Recorded Return to:  
HILL, CASSAS AND DELIPKAU  
LAWYERS  
POST OFFICE BOX 3760  
RENO, NEVADA 89505

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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.

This Deed of Trust will be and is security for payment in lawful money of the United States of any and all additional or future advances or loans which may be made by Beneficiary to Grantors, and any and all monies that may hereafter become due and payable from Grantors to Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantors to the Beneficiary howsoever evidenced.

Grantors expressly covenant and agree that at all times during the term hereof, they will keep and maintain the above described real property and the buildings and improvements located thereon in a good state of repair, and further that they will not make any alteration or alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the property transferred hereunder.

Grantors expressly covenant and agree to pay all conveyance fees charged by the aforesaid Trustee at the time of payment of the indebtedness secured hereby.

The following covenants and being Covenant No. 1; Covenant No. 2, \$15,000; Covenant No. 3; Covenant No. 4, 10%; Covenant No. 5; Covenant No. 6; Covenant No. 7, 10%; Covenant No. 8 and Covenant No. 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

In the event a default should occur hereunder, Beneficiary shall be entitled at any time, at its option, to enter upon and take possession of said premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof and to rent or lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to Beneficiary as further security, but which assignment, Beneficiary agrees not to enforce so long as Grantors are not in default.

This Deed of Trust is executed by Grantors and accepted by Beneficiary with the understanding and upon the express condition that if Grantors should make default in the performance by them of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable at the option of Beneficiary, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby.

HILL, CASSAS AND DELIPKAU  
LAWYERS  
POST OFFICE BOX 2790  
RENO, NEVADA 89505

1 Trustee is not obligated to notify any party hereto  
2 of pending sale under any other Deed of Trust or of any action  
3 or proceeding in which Grantors, Beneficiary or Trustee shall  
4 be a party unless brought by Trustee.

5 IN WITNESS WHEREOF, Grantors have executed these  
6 presents the day and year first above written.

7 Gerald L. Schierman  
8 GERALD L. SCHIERMAN

9 Shirley Ann Schierman  
10 SHIRLEY ANN SCHIERMAN

11 STATE OF COLORADO )  
12 ) SS.  
13 COUNTY OF San Miguel )

14 On this 30th day of August, 1976, personally  
15 appeared before me, a Notary Public, GERALD L. SCHIERMAN and  
16 SHIRLEY ANN SCHIERMAN, who acknowledged that they executed the  
17 above instrument.

18 Doris M. Hester  
19 Notary Public

20 My Commission expires 4/10/79

21 No. 58570  
22 FILED AND RECORDED AT REQUEST OF  
23 1st Commercial Title, Inc.  
24 Sept. 13, 1976

25 AT 11 MINUTES PAST 1 O'CLOCK  
26 P. M. IN ROOM 18 OF OFFICIAL  
27 RECORDS, PAGES 270-272 LINCOLN  
28 COUNTY, NEVADA  
29 David L. Hester  
30 COUNTY RECORDER

31 HILL, CASSAS AND DELIPKAU  
32 LAWYERS  
POINT OFFICE BOX 8780  
RENO, NEVADA 89505