18 as 549 RECORDING DATA 58726 RECORDING REQUESTED BY PILED AND RECORDED AT REQUEST W When Recorded Mail to NEVADA NATIONAL BANK Nevada Southern Title Nov. 9, 1976 P. O. Box 14790 AT 50 MINUTES PAST 11 O'CLOCK Las Vegas, Nevada 89114 LINCOLN COUNTY, NEVADA, RECORDS COUNTY (TROOMS Space Above this Line for Recorder's Use DEED OF TRUST & ASSIGNMENT OF RENTS 1976 between THIS DEED OF TRUST, Made this 13th day of October Charles Foster and Eleanor Foster, husband and wife asjoint Tenants whose address is P. O. Box 302

Panaca

(Number & Street)

(Rive)

(Ri in Lincoln County, Nevada, described as: Lot One Hundred Thirty-two (132) of Sun Gold Manor Addition to the Town of Panaca, according to the Plat of Record in Book "A" of Plats, page 101, Lincoln County, Nevada records. 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 payments 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 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, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building 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 mentiond.

FOR THE PURPOSE OF SECURING: 1 Payment of the sum of \$2.8.518.99

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FOR THE PURPOSE of Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof, of any other present or future indebtedness or obligation of the Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any success 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. SIGNATURE OF TRUSTOR STATE OF NEVADA COUNTY OF CLARK Eleanor Foster On this 13 day of October

> NOTARY PUBLIC Criminal City Chila Becker Albert Constant Field Clade My Contribute technical J 21, 1219

personally appeared before me, a Notary Public, Charles Foster and Eleanor Foster who acknowledged

that he executed the above instrument.

18 no 548

13 na 043

## TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

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11) To keep anid property in good condition and repair, sad he remove or demolish any buildings thereon: to complete or restore promptly and in good and control of the control of the

penses, employ counted and pay his research less.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in skid hor.

(7) To insure the payment of taxes and assessments, which are how or hereafter may be a lien upon the property described at least ten (19) days before the definition of a provided for in paragraph (2) hereinabove, and to pay such premiums upon policies of inturance which may be required by the Beneficiary as provided for in paragraph (2) hereinabove, the Trustur agrees to the hereinabove described permisses and an installment of the premises assistance of the taxes and special assessmental level or to be the premises overed hereinabove described permisses and an installment of the premisses overed hereinabove described permisses and an installment of the premisses overed hereinabove described permisses and an installment of the premisses overed hereinabove and required by the Beneficiary, Trustor agreeing to the hereinabove described permisses and an installment of the premisses overed hereinabove described permisses and an installment and the second due such premisses (and assessment as the same become described permisses of the premisses of the premisses. At the option to discharge the obligation of the Trustor to pay such premisses of the premisses. At the option of the Beneficiary and upon premisses the premisses of the premisses. At the option of the Beneficiary and upon premisses of the premisses of the premisses. The premisses of the premisses. At the option of the Beneficiary of the premisses of the premisses

(12). Upon written equicks and attention and upon payment of its fees. Frantise shall reconvey, without warrants, the Policiary state in the credit in such reconveyance of any matter of feet shall be conclusive proef of the truthing one. Truster war destroy and Note and this Doed indicated rich the tensor or persons legally entitled thereto. Five years after issuand operate as a re-assignment of the rent, suses and profits bereinster amigned to the property of the property

otherwise. This Deed applies to insure to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and suggests. The left "Beneficiary" shall mean the owner and holder, including pledgrees of the Note secured hereby, whether or not named as Beneficiary herein. In this beed, whenever the context so requires, the masculine gender includes the formation and/or neuter and the singular number includes the plural, it is made a public record as provided by law. Trustee is not obligated to 137. Trustee acress this Trust when this Deed, duly exceeded and achieve the context so provided by law. Trustee is not obligated to notify any porty hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Reneficiary or Trustee shall be a party unless brought by Truste.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.

Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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