

60225

RECORDING REQUESTED BY

When Recorded Mail to  
NEVADA NATIONAL BANK  
P. O. Box 247  
Pioche, Nv. 89043

RECORDING DATA

FILED AND RECORDED AT REQUEST OF  
NEVADA NATIONAL BANK

AUG 25 1977

AT 55 MINUTES PAST 1 O'CLOCK  
P.M. IN BOOK 21 OF OFFICIAL  
RECORDS, PAGE 580 LINCOLN  
COUNTY, NEVADA.

*Melba Lynch*  
COUNTY CLERK

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 19th day of August, 1977 between  
Wayne Lister and Ruby Lister, husband and wife.

whose address is P. O. Box 402, Pioche, Nv. 89043  
(Number & Street) (City) (State)

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 Ursine, Lincoln County, Nevada, described as:

That certain real property more particularly described in Exhibit "A"  
consisting of one (1) page, attached hereto and made a part hereof, together with  
any and all improvements situate thereon.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto 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 \$12,000.00  
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 }

On this 19th day of August, 1977,

personally appeared before me, a Notary Public, Wayne  
& Ruby Lister who acknowledged

that he executed the above instrument.

SIGNATURE OF TRUSTOR

*Wayne Lister*  
Wayne Lister  
*Ruby Lister*  
Ruby Lister

P. O. Box 402, Pioche, Nv. 89043

*Melba Lynch*  
NOTARY PUBLIC

MELBA LYNCH  
Notary Public - State of Nevada  
Lincoln County  
My Commission Expires Nov. 5, 1977

02-00 (REV. 5-66)

BOOK 21 PAGE 580



DEED OF TRUST & ASSIGNMENT OF RENTS, - - -

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Dated August 19, 1977

WAYNE & RUBY LISTER

EXHIBIT "A"

DESCRIPTION

All that real property situate in the County of Lincoln, State of Nevada, bounded and described as follows:

A parcel of land situate in the community known as Ursine, and shown on a map as Lot No. 9, and further described as follows:

BEGINNING at the Southwest corner, whence the corner common to Sections 2 and 3, Township 1 North, and Sections 34 and 35, Township 2 North, all in Range 69 East, M.D.B. & M., bears South 69°09' West 3686.4 feet;  
thence North 20°57' East 108.8 feet to the Northwest corner;  
thence South 86°35' East 264.2 feet to the Northeast corner;  
thence South 4°56' East 122.5 feet to the Southeast corner;  
thence North 83°25' West 315.2 feet to the Southwest corner, the place of beginning.