

RECORDING REQUESTED BY

When Recorded Mail to
Nevada National Bank - Pioche Office

P. O. Box 247

Pioche, Nevada 89043

62393

FILED AND RECORDED AT REQUEST OF
Nevada National Bank
July 28, 1978

AT 50 ... 4 O'CLOCK

LINCOLN COUNTY, NEVADA, RECORDS

[Signature]
COUNTY RECORDER

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 18th day of July 1978 between

JULIUS SETZER AND YURIKO SETZER, Husband and wife as joint tenants.

whose address is P. O. Box 322 Panaca, Nevada 89042

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: Beginning at the northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 5, Township 2 South, Range 68 East, M.D.B. & M., running thence North along the section line a distance of 236 feet, 8 inches; thence southeasterly along the south boundary of the Cathedral Gorge Road a distance of 388 feet; thence South along the westerly boundary of Highway 93 a distance of 352; thence northwesterly 377 feet, 6 inches to a point; thence North along the section line 77 feet, 9 inches to the place of beginning; all being situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 5, Township 2 South, Range 68 East, M.D.B. & M., together with any and all improvements situated thereon.

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 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 mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$3,670.20 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, when evidenced by promissory notes stating that said notes are secured hereby. 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 referred 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 provision (1) to (17), inclusive, set forth on the reverse and understands 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 herein before set forth.

STATE OF NEVADA

COUNTY OF LINCOLN

On this 26th day of July, 1978

personally appeared before me, a Notary Public, ...

Jake & Yuriko Setzer who acknowledged

(Julius) that he executed the above instrument.

[Signature]
NOTARY PUBLIC

MELBA LYNCH
Notary Public - State of Nevada
Lincoln County
My Commission expires Nov. 5, 1981

SIGNATURE OF TRUSTOR

[Signature]
Julius Setzer
[Signature]
Yuriko Setzer

