

Lincoln County

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DEED OF TRUST

THIS DEED OF TRUST, made this 3rd day of March, 1981, between LEMOINE DAVIS and SHIRLEY DAVIS, husband and wife, hereinafter referred to as "Trustors", and FIRST COMMERCIAL TITLE, INC., 690 East Plumb Lane, Reno, Nevada, hereinafter called "Trustee" and JAMES G. MORRISSEY and ANN MORRISSEY, husband and wife, and JEROME A. YOPPS and BETTY J. YOPPS, husband and wife, hereinafter referred to as "Beneficiaries"

W I T N E S S E T H :

WHEREAS, Trustors are indebted to Beneficiaries in the sum of FORTY FIVE HUNDRED DOLLARS (\$4500.00), lawful money of the United States of America, and have agreed and by these presents do agree to pay said Beneficiaries the same thereon according to the terms of a certain Promissory Note executed and delivered therefor by Trustors to Beneficiaries.

NOW, THEREFORE, Trustors, for the purposes of securing the payment of said Promissory Note and principal and other provisions set forth herein, and also of all other monies herein agreed or provided to be paid by Trustors, or which may be paid out or advanced by Beneficiaries or Trustee under the provisions of this instrument, grants unto the Trustee all that certain real property situate, lying and being in the County of Lincoln, State of Nevada, and more particularly described as follows:

A parcel of land described as the E 1/2 NW 1/4 SW 1/4 SE 1/4 Section 30, Township 6 South, range 61 East, excepting a 50 foot access easement along the northernmost portion.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in

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RENO, NEVADA 89505

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1 anyway appertaining, and the reversion and reversions,
2 remainder and remainders, rents, issues and profits thereof.

3 This Deed of Trust will be and is security for
4 payment in lawful money of the United States of any and
5 all additional or future advances or loans which may be made
6 by Beneficiaries to Trustors and any and all monies that
7 may hereafter become due and payable from Trustors to
8 Beneficiaries for any cause whatsoever, and shall also be
9 security for any and all renewals of the debt of the Trustors
10 to the Beneficiaries howsoever evidenced.

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

19 Trustors expressly covenant and agree to pay all
20 reconveyance fees charged by the aforesaid Trustee at the
21 time of payment of the indebtedness secured hereby.

22 The following covenants and being Covenant No. 1;
23 Covenant No. 2, \$4500; Covenant No. 3; Covenant No. 4, 12%;
24 Covenant No. 5; Covenant No. 6; Covenant No. 7, 12%; Covenant
25 No. 8 and Covenant No. 9 of Nevada Revised Statutes 107.030,
26 are hereby adopted and made a part of this Deed of Trust.

27 In the event a default should occur hereunder,
28 Beneficiaries shall be entitled at any time, at their option,
29 to enter upon and take possession of said premises, or any
30 part thereof, and to do and perform such acts of repair or
31 protection as may be necessary or proper to conserve the
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1 value thereof and to rent or lease the same or any part
2 thereof for such rental, term and upon such conditions as
3 their judgment may dictate, and to collect and receive the
4 rents, issues and profits thereof, which said rents, issues
5 and profits, present and future, are hereby assigned to
6 Beneficiaries as further security, but which assignment
7 Beneficiaries agree not to enforce so long as Trustors are
8 not in default.

9 It is expressly agreed that, provided no unrescinded
10 notice of default under the terms of this Deed of Trust then
11 appears of record, partial reconveyances from the lien or
12 charge hereof may be had and will be given on any one or
13 more of the described lots at any time prior to the maturity
14 of the note secured hereby upon payment of an amount to apply
15 on the principal of the note.

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

26 Trustee is not obligated to notify any party hereto
27 of pending sale under any other Deed of Trust or of any action
28 or proceeding in which Trustors, Beneficiaries or Trustee
29 shall be a party unless brought by Trustee.

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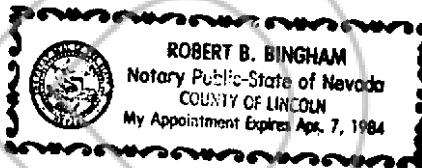
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1 IN WITNESS WHEREOF, Trustors have executed these
2 presents the day and year first above written.

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4 Lemoine Davis
LEMOINE DAVIE, Trustor

5
6 Shirley Davis
SHIRLEY DAVIS, Trustor



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8
9 STATE OF NEVADA)
10 COUNTY OF LINCOLN) SS.

11 On this 3rd day of MARCH, 1981, personally
12 appeared before me, a Notary Public, LEMOINE DAVIS and
13 SHIRLEY DAVIS, husband and wife, who acknowledged that they
14 executed the above instrument.

15
16 Robert B. Bingham
17 Notary Public

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22 No. 72004
23 FILED AND RECORDED AT REQUEST OF
ANN MORRISSEY
APR. 10, 1981
24 AT 1 MINUTES PAST 7 O'CLOCK
AM IN BOOK 43 OF OFFICIAL
25 RECORDS, PAGE 536 LINCOLN
26 COUNTY, NEVADA.
27 YURKO SEITZER
COUNTY RECORDER
Karen Anderson, Deputy