

#27170.01 (3093)

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of May, 1968, by and between LUTHER O. MILLER and MARY MILLER, husband and wife, Trustors,

and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, Trustee for WILLIAM D. STAMBAUGH and HELENE M. STAMBAUGH, husband and wife, as joint tenants with right of survivorship and not as tenants in common, Beneficiaries,

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the City of -----, County of Douglas, State of Nevada, more particularly described ~~as follows~~ on that certain exhibit marked "Exhibit A" and attached hereto. Reference is hereby specifically made to said Exhibit A and by such reference is made a part hereof to the same extent as if fully set forth in this paragraph.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and 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.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$9,990.00, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained or herein adopted by reference.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of the Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Beneficiary. At any Trustee's Sale held hereunder Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

IN WITNESS WHEREOF, Trustors have hereunto set their hands the day and year first hereinabove written.

Luther O Miller
Luther O. Miller

Mary Miller
Mary Miller

STATE OF NEVADA }
County of Douglas } ss.

On this 8th day of May, 1968, personally appeared before me, a Notary Public in and for said county and state, LUTHER O. MILLER and MARY MILLER

known to me to be the persons described in and who executed the foregoing instrument, and they, and each of them, duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year in this certificate first above written.

EDNA MARTEL GUERTH
Notary Public—State of Nevada
Douglas County
My Commission Expires May 13, 1970



Edna Martel Guertth
Notary Public.

DOCUMENT No. 40897

Filed for record at the request of NEVADA TITLE GUARANTY CO

on May 10 at 17 minutes past 4 o'clock P. M.

Recorded in Book of Official Records Page 77, Records of Douglas

County, Nevada.

Clifford N. Schacht
County Recorder

FEE: \$ 5.00

By *Jeanne Sum*, Deputy.

"EXHIBIT A"
LEGAL DESCRIPTION

40897
BOOK 59 PAGE 32

All that certain real property situate, lying and being in the County of Douglas, State of Nevada, described as follows:

That portion of the North Half of the South Half of the South Half of Lot 4, of Section 34, Township 14 North, Range 18 East, M.D.B. & M., more particularly described as follows:

BEGINNING at a point in the North line of said North Half of the South Half of the South Half of Lot 4, from which the South Quarter corner of said Section 34 bears South $89^{\circ} 53' 27''$ East 203.72 feet and South $29^{\circ} 59' 42''$ East 378.30 feet; said point of beginning being also the Northeast corner of the Walter C. Davis, et ux, property as described in Book 25 of Official Records at page 726, Douglas County, Nevada, records; thence from the point of beginning and along the Easterly line of said Davis property South $00^{\circ} 30' 54''$ West 163.74 feet to the Southeast corner thereof, being the Southwest corner of the herein described parcel and being also a point in the South line of said North Half of the South Half of the South Half of Lot 4; thence along said South line South $89^{\circ} 53' 35''$ East 73.96 feet; thence leaving said South line North $00^{\circ} 19' 15''$ West 163.94 feet to a point in the North line of said North Half of the South Half of the South Half of Lot 4; thence North $89^{\circ} 53' 27''$ West 71.90 feet more or less, to the point of beginning.

TOGETHER with the non-exclusive right of way 20 feet in width for roadway and public utility easement over and across the North 20 feet of the said North Half of the South Half of the South Half of Lot 4, extending from the Northeast corner of the above described parcel Easterly to the Westerly right of way line of U.S. Highway 50 as above referred to.

TOGETHER with an undivided nine and five hundredths percent (9.05%) interest in that portion of the use of the waters of Beatty Springs now owned by the parties of the first part, which said spring is located in the S $1/2$ N $1/2$ of Lot 4, Section 34, Township 14 North, Range 18 East, M.D.B. & M., being a portion of that certain water application No. 8211 in the office of the State Engineer of the State of Nevada for the appropriation of one second-foot of the waters of Beatty Springs and tributaries, including an undivided nine and five hundredths percent (9.05%) interest in the vested water right in and to the waters of said Beatty Springs and tributaries.

40897

BOOK 59 PAGE 32