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DEED OF TRUST

THIS DEED OF TRUST, made this 9th day of MAY,  
1968, by and between EUGENE F. OSBORNE and WILETTA J. OSBORNE,  
husband and wife,  
Trustor, and FIRST COMMERCIAL TITLE, INC., a corporation, Trustee  
for LLOYD E. HELTMAN and CLARA E. HELTMAN, husband and wife,  
TRUSTEES, for the ESTATE OF W. W. HELTMAN,  
Beneficiary,

W I T N E S S E T H:

That Trustor does hereby grant, bargain, sell, convey and  
confirm unto Trustee in trust with power of sale, all that certain  
property in the County of DOUGLAS, State of Nevada, de-  
scribed as follows, to-wit:

Lot 23 in Block 5 of Plat of Second Addition to Zephyr Heights  
Subdivision, being a portion of Section 10, Township 13 North,  
Range 18 East, M.D.B.&M., as filed in the Office of the County  
Recorder of Douglas County, State of Nevada, on July 6, 1948.

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 hereunto 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 \$ 3,500.00,

1 evidenced by a promissory note of even date herewith, with in-  
2 terest thereon, according to the terms of said note, which note  
3 by reference is hereby made a part hereof, executed by Trustor  
4 and delivered to Beneficiary, and payable to the order of Bene-  
5 ficiary, and any and all extensions or renewals thereof; payment  
6 of such additional sums with interest thereon, as may be here-  
7 after loaned by the Beneficiary to Trustor when evidenced by the  
8 promissory note or notes of Trustor; payment of all other sums  
9 with interest thereon becoming due and payable under the provi-  
10 sions hereof to either Trustee or to Beneficiary, and the per-  
11 formance and discharge of each and every obligation, covenant  
12 and agreement of Trustor herein contained.

13 AND THIS INDENTURE FURTHER WITNESSETH:

14 FIRST: Trustor promises and agrees to pay when due all  
15 claims for labor performed and materials furnished for any con-  
16 struction, alteration or repair upon the above described prem-  
17 ises; to comply with all laws affecting said property or relating  
18 to any alterations or improvements that may be made thereon; not  
19 to commit or permit waste thereon, not to commit, suffer or per-  
20 mit any acts upon restriction affecting said property.

21 SECOND: Trustor agrees to provide, maintain and deliver  
22 to Beneficiary fire, and if required, other insurance, including  
23 extended coverage, insuring any and all improvements upon said  
24 premises in a company satisfactory to and with loss payable to  
25 Beneficiary and Trustor, as their respective interests may appear,  
26 and in default thereof, Beneficiary may procure such insurance  
27 and may pay and expend for premiums for such insurance such sums  
28 of money as Beneficiary may deem necessary. Said insurance shall  
29 be in an amount not less than \$ 3,500.00 .

30 THIRD: The following covenants Nos. 1, 3, 4, (interest  
31 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised  
32 Statutes 107.030, are hereby adopted and made a part of this

1 deed of trust.

2           FOURTH: Trustor agrees to pay any deficiency arising from  
3 any cause after application of the proceeds of the sale held in  
4 accordance with the provisions of the covenants hereinabove adopt-  
5 ed by reference.

6           FIFTH: The rights and remedies hereby granted shall not  
7 exclude any other rights or remedies granted by law, and all  
8 rights and remedies granted hereunder or permitted by law shall  
9 be concurrent and cumulative.

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

17           SEVENTH: Trustor hereby assigns to the Trustee any and  
18 all rents of the above described premises and hereby authorizes  
19 Trustee, without waiving or affecting the right of foreclosure  
20 or any other right hereunder, to take possession of the premises  
21 at any time after there is a default in the payments of said  
22 debt or in the performance of any of the obligations herein con-  
23 tained, and to rent the premises for the account of Trustor.

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

26           NINTH: This deed of trust is executed by Trustor and  
27 accepted by Beneficiary with the understanding and upon the ex-  
28 press condition that if Trustor should make default in the per-  
29 formance of any of the covenants and agreement herein set forth,  
30 then and in that event the full amount of the principal indebt-  
31 edness secured hereby shall forthwith be and become wholly due  
32 and payable, notwithstanding the fact that the same would not

1 otherwise be due according to the terms of the promissory note  
 2 secured hereby, and further, that the relationship of landlord  
 3 and tenant shall exist as between the purchaser of the real prop-  
 4 erty covered hereby upon foreclosure proceedings, and Trustor  
 5 and his successors in interest may be removed therefrom by unlaw-  
 6 ful detainer proceedings in the event possession of said real  
 7 property shall not be voluntarily surrendered to such purchaser.

8 Eugene F. Osborne  
 9 EUGENE F. OSBORNE

10 Willetta J. Osborne  
 11 WILETTA J. OSBORNE

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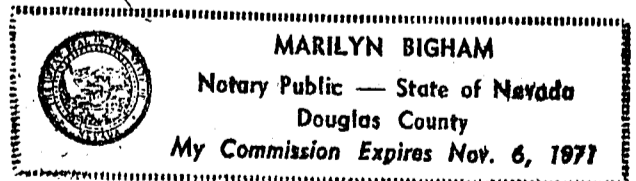
STATE OF NEVADA )  
 ) : ss.  
 COUNTY OF DOUGLAS )

On this 9th day of MAY, 1968, person-  
 ally appeared before me, a Notary Public in and for said County  
 and State, EUGENE F. OSBORNE & WILETTA J. OSBORNE

known to me to be the person s described in and who executed  
 the foregoing instrument, and they 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 certifi-  
 cate first above written.

Marilyn Bigham  
 NOTARY PUBLIC



40913

Recorded at Request of First Commercial Title, Inc.  
 On May 13, 1968 At 13 Min. Past 4 PM  
 Official Records of Douglas County, Nevada. Fee 6.00  
 Ethel N. Schacht, Recorder. By Jeanne Smith  
 Deputy