

2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

DEED OF TRUST

THIS DEED OF TRUST, made this 11th day of November 1971, between ALTON J. GUNDERSON and MAURICE GUNDERSON, husband and wife, hereinafter called "Grantors", and the FIRST NATIONAL BANK of NEVADA, a national banking institution, hereinafter called "Trustee", and MARTIN CARSTENSEN and ANNA K. CARSTENSEN, as joint tenants, hereinafter called "Beneficiaries",

W I T N E S S E T H:

WHEREAS, grantors are indebted to beneficiaries in the sum of SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS, lawful money of the United States of American, and have agreed and by these presents do agree to pay said beneficiaries the same according to the terms of a certain promissory note executed and delivered therefore by grantors to beneficiaries, which said promissory note is in words and figures as follows,

PROMISSORY INSTALLMENT NOTE

\$65,000.00 Minden, Nevada November 10, 1971

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to MARTIN CARSTENSEN or ANNA K. CARSTENSEN, or to their order, as joint tenants, the sum of SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS, together with interest on the declining balance thereof, at the rate of seven and one quarter (7 1/4%) percent per annum in the following manner:

THE SUM OF TWO HUNDRED (\$200.00) DOLLARS, lawful money of the United States, at successive two week intervals until the full amount of principal and interest due under this note has been paid. The first TWO HUNDRED (\$200.00) DOLLAR installment shall become due and payable two weeks after the full TEN THOUSAND (\$10,000.00) DOLLAR down payment due from the undersigned to the aforesaid MARTIN and ANNA K. CARSTENSEN outside of the terms of this note has been paid by the undersigned to the aforesaid MARTIN and ANNA CARSTENSEN on the purchase of the

When received mail to →

JOHN CHRISLAW
P. O. BOX 395
MINDEN, NEVADA
PHONE 782-3775

DS 5540

59772
BOOK 101 PAGE 220

1 CARSTENSEN'S twenty-two point three (22.3) acre ranch in Carson
2 Valley, Douglas County, Nevada. Said down payment is to have
3 been paid in full on or before June 1, 1972. The remaining TWO
4 HUNDRED (\$200.00) DOLLAR installments are to become due and payable
5 at successive two week intervals after the payment of the first
6 TWO HUNDRED (\$200.00) DOLLAR installment. Interest shall begin
7 on the SIXTY-FIVE THOUSAND (\$65,000.00) DOLLAR principal sum of
8 this note upon the payment in full of the aforementioned TEN
9 THOUSAND (\$10,000.00) DOLLAR down payment due outside of the terms
10 of this note. Each installment payment shall be apportioned be-
11 tween principal and interest with the interest being first paid
12 and the balance of the said payment being used to reduce the
13 principal then outstanding.

14 If default be made in the payment of any of the
15 said installments as hereinabove provided and such default contin-
16 ues for a period of more than ten (10) days, time being of the
17 essence hereof, the holder of this note may without notice or
18 demand, declare the entire principal sum then unpaid together
19 with any accrued interest thereon, immediately due and payable.

20 If suit to enforce this note is commenced, the
21 undersigned, jointly and severally, agree to pay such sums as
22 attorneys' fees as the court may adjudge reasonable.

23 This note is secured by a deed of trust of even
24 date herewith.

25

26

/s/
MARTIN CARSTENSEN

27

28

/s/
ANNA K. CARSTENSEN

29

30

31

32

NOW, THEREFORE, Grantors, for the purpose of secur-
ing the payments of said promissory note and principal and inter-
est and any amounts set forth herein, grant unto the Trustee all
that certain real property situate, lying and being in the County

1 of Douglas, State of Nevada, and more particularly described as
2 follows, to-wit:

3 All that certain lot, piece or parcel of land
4 situate in the County of Douglas, State of
Nevada, more particularly described as follows:

5 The N 1/2 of the NW 1/4 (Lot No. 2 of NW 1/4) of
6 Section 5, Township 13 North, Range 20 East,
7 M. D. B. & M., excepting however, the follow-
ing described piece or parcel of land:

8 A piece or parcel of land situate, lying and
9 being in the N 1/2 of the NW 1/4 (Lot No. 2 of
10 NW 1/4) of Section 5, Township 13 North, Range
20 East, M. D. B. & M., more particularly des-
cribed as follows, to-wit:

11 Beginning at a point on the North boundary of
12 the N 1/2 of the NW 1/4 (Lot No. 2 of NW 1/4)
13 of said Section 5, which point bears South 89°
14 58' West, a distance of 3389 feet from the
15 Northeast corner of said Section 5; thence
16 South 0° 20' East, a distance of 1338 feet to
17 a point on a fence line; thence South 89° 52'
18 28" West, along said fence line a distance of
1891.8 feet to a fence corner; thence North 0°
19 48' West, along a fence line a distance of 1342
20 feet to a point; thence North 89° 58' East, a
21 distance of 1902.7 feet to a point of beginning;
22 further excepting that portion conveying to
the County for roadway purposes (Johnson Lane)
further excepting the North 25 feet.

23 TOGETHER with all and singular the tenements, here-
24 ditaments and appurtenances thereunto belonging or in anywise
25 appertaining, and the reversion and reversions, remainder and re-
26 mainders, rents issues and profits thereof.

27 IN ADDITION Grantors also convey to the aforesaid
28 trustee, for the purpose of securing this note, all the right,
29 title and interest in the water rights appurtenant to the pre-
mises and six hundred (690) ninety shares of stock in the Alpine
Land and Reservoir Company, together with the personal property
as set forth in the attached list, which is hereby incorporated
into and made a part of this deed of trust.

30 The following covenants and being Covenant No. 1.,
31 Covenant No. 2., THIRTY THOUSAND (\$30,000.00 DOLLARS, Covenant
32 No. 3; Covenant No. 4, Seven and one Quarter (7 1/4%) per cent,

1 Covenant No. 5; Covenant No 6; Covenant No. 7, reasonable;
2 Covenant No. 8 and Covenant No. 9, of Nevada Revised Statutes,
3 Section 107.030, are hereby adopted and made a part of this
4 Deed of Trust.

5 The rights and remedies granted herein shall not ex-
6 clude any ohter rights or remedies granted by law, and all rights
7 and remedies granted hereunder or permitted by law shall be con-
8 current and cumulative .

9 All provisions of this instrument shall inure to,
10 and bind the legal representatives, successors, and assigns of
11 each party hereto respectively.

12 IN WITNESS WHEREOF, Grantors have executed these
13 presents the day and year first above written.


14 
15 ALTON J. GUNDERSON

16 
17 MAURICE GUNDERSON

18 STATE OF NEVADA,)
19 : SS.
20 County of Douglas)

21 On this 11th day of November, 1971, personally
22 appeared before me, a Notary Public in and for the said county,
23 and state, ALTON J. GUNDERSON, and MAURICE GUNDERSON, who acknow-
24 ledged to me that they executed the foregoing instrument.

25 
26 NOTARY PUBLIC

27 
28 JOHN CHRISLAW
29 Notary Public — State of Nevada
30 Douglas County
31 My Commission Expires Jan. 7, 1975

32 59772

ATTACHED LIST

1. Burner, Trash & Wood
2. Stove, Double Oven
3. Refrigerator, w/freezer compartment
4. Freezer, Double Door
5. Dinette Table w/2 chairs
6. Laundry Tub, Double Tub
7. Harrow, Spring Tooth (3 sectioned)
8. Harrow, Spring Tooth (2 sectioned)
9. Rake, Side Delivery-CASE
10. Tractor, Model SC-Case
11. Tractor, Model VAC-CASE
12. Plow, Trailer Type, 2 Gang
13. Plow, Mounted, 2 Gang
14. Plow, Furrow, Mounted
15. Shovel, Utility Tractor Mounted
16. Spreader, Manure, JOHN DEERE
17. Drag, Wooden
18. Drill, Grain
19. Wagon, Rubber Tired
20. 6 Sheep Mangers
21. Approximately 75 cedar posts
22. Approximately 25 wooden ties

Recorded at Request of **TITLE INSURANCE & TRUST CO.**
On **JUN 2 1972** At 12 Min. Past 3 PM
Official Records of Douglas County, Nevada. Fee 7.00 pd

Patricia J. Stanley, Recorder.

By Josephine Gray
Deputy