

Flora Dean Hobart, Ethel Dean Hussey, Richard Magee,

to

)
) Trust Deed and Bill of Sale.
)

Henderson Banking Company Mortgage Corporation, Second Party,
Reconstruction Finance Corporation, Third Party .

) (U.S.I.R. Stamps affixed and
cancelled \$20.00)

TRUST DEED AND BILL OF SALE

THIS INDENTURE made this 31st day of August, 1934, between FLORA DEAN HOBART, widow, and ETHEL DEAN HUSSEY, widow, of San Mateo County, California, parties of the first part, HENDERSON BANKING COMPANY MORTGAGE CORPORATION, second party, and RECONSTRUCTION FINANCE CORPORATION, third party, WITNESSETH:

WHEREAS, under date of March 17, 1932, FLORA DEAN HOBART mortgaged unto Henderson Banking Company the real and personal property hereinafter described, which said mortgage was filed for record in the office of the County Recorder of Lander County, Nevada, on March 25, 1932, and recorded in Book 1 of Real and Chattel Mortgages, page 367, and was recorded in the office of the County Recorder of Eureka County, Nevada, on April 9, 1932 in Liber A of Real and Chattel Mortgages, page 346, as security for an indebtedness owing from FLORA DEAN HOBART to said bank of SIXTY THOUSAND SEVEN HUNDRED DOLLARS (\$60,700.00), and to also secure moneys that might be advanced by said bank from time to time in the protection of the mortgaged property; and thereafter the said Henderson Banking Company borrowed from the third party, pursuant to its Application No. 1, a sum largely in excess of \$60,700.00 and pledged as collateral therefor the said mortgage from the said FLORA DEAN HOBART to Henderson Banking Company and the note thereby secured, assignments of the said mortgage having been filed for record in the office of the County Recorder of Lander County on December 26, 1932, and recorded on page 402 of Book 1 of Real and Chattel Mortgages, and in the office of the County Recorder of Eureka County on December 29, 1932 in Liber A of Real and Chattel Mortgages, page 368, and

WHEREAS, prior to the date of the execution of said mortgage, ETHEL DEAN HUSSEY by deed conveyed to FLORA DEAN HOBART her right and title to the real property covered by said mortgage and in said deed of conveyance certain mistakes and omissions were made and contained in said conveyances, and

WHEREAS, the indebtedness from FLORA DEAN HOBART to said bank has been paid only to the extent of \$4,134.90, the balance thereof, together with interest being now over due, and the indebtedness from the said bank to the third party has not been paid and is now over due, and

WHEREAS, the said HENDERSON BANKING COMPANY, a corporation, has heretofore been judicially declared insolvent and all of its assets have been conveyed to the second party, and

WHEREAS, FLORA DEAN HOBART is anxious to avoid the expense of foreclosure and a deficiency judgment in the event that the property might at foreclosure sale fail to provide sufficient to pay the said indebtedness; and

WHEREAS, the said ETHEL DEAN HUSSEY is a sister of FLORA DEAN HOBART and is desirous that she shall be successful in settling the said indebtedness and is further desirous of correcting the misdescriptions contained in the former deed of conveyance from her to FLORA DEAN HOBART: and

WHEREAS, all parties concerned consider that on account of present economic conditions there is a strong probability that such sale probably would not yield sufficient to pay said indebtedness; and the said FLORA DEAN HOBART is unable to provide the necessary funds for operating expenses; and the second and third parties are desirous of avoiding expense of foreclosure; and all parties concerned are willing to agree that the said indebtedness from the said FLORA DEAN HOBART to the Henderson Banking Company, pledged as collateral as aforesaid with the third party, may be satisfied in full by the conveyance to the second party upon the trusts hereinafter set forth in favor of the third party;

NOW, THEREFORE, in consideration of the satisfaction of the said indebtedness by the second and third parties, the first parties hereby grant, bargain, sell and convey unto the second party, its successors and assigns, in trust nevertheless upon the trusts hereinafter set forth, the following described real property situate in the Counties of Lander and Eureka, State of Nevada:

In Township 28 North, Range 47 East, M.D.B. & M.,

Section 5: Lots 2, 3 and 4;

In Township 29 North, Range 47 East, M.D.B. & M.,

Section 32: NE $\frac{1}{4}$ of SE $\frac{1}{4}$; Lots 2, 3 and 4;

In Township 26 North, Range 48 East, M.D.B. & M.,

Section 3: NE $\frac{1}{4}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$;

In Township 27 North, Range 48 East, M.D.B. & M.,

Section 33: NW $\frac{1}{4}$ of SW $\frac{1}{4}$;

In Township 28 North, Range 48 East, M.D.B. & M.,

Section 8: NE $\frac{1}{4}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of S $\frac{1}{2}$;
 Section 12: S $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 14: NE $\frac{1}{4}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$;
 Section 16: NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$;
 Section 17: The Whole thereof;
 Section 18: E $\frac{1}{2}$ of E $\frac{1}{2}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of NW $\frac{1}{4}$; Lot 1;
 Section 19: NW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 21: S $\frac{1}{2}$ of SE $\frac{1}{4}$;
 Section 22: SW $\frac{1}{4}$ of SW $\frac{1}{4}$;
 Section 23: NE $\frac{1}{4}$ of NW $\frac{1}{4}$;
 Section 28: NE $\frac{1}{4}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$;
 Section 32: NE $\frac{1}{4}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of NE $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$;
 Section 33: NW $\frac{1}{4}$ of NW $\frac{1}{4}$;

In Township 26 North, Range 49 East, M.D.B. & M.,

Section 6: Lots 6, 7 and 8;
 Section 7: Lots 1, 2, 3 and 4;
 Section 18: Lots 1, 2, 3, and 4;
 Section 19: Lots 1, 2, 3 and 4;
 Section 20: NE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$;

In Township 28 North, Range 49 East, M.D.B. & M.,

Section 2: S $\frac{1}{2}$ of NE $\frac{1}{4}$;
 Section 24: NW $\frac{1}{4}$ of NW $\frac{1}{4}$;
 Section 26: NE $\frac{1}{4}$ of NW $\frac{1}{4}$;
 Section 28: NW $\frac{1}{4}$ of NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 30: NE $\frac{1}{4}$ of NW $\frac{1}{4}$;
 Section 32: SE $\frac{1}{4}$ of NW $\frac{1}{4}$;
 Section 35: NW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 36: NW $\frac{1}{4}$ of NE $\frac{1}{4}$; N $\frac{1}{2}$ of SW $\frac{1}{4}$;
 Section 34: NW $\frac{1}{4}$ of NW $\frac{1}{4}$;

In Township 29 North, Range 49 East, M.D.B. & M.,

Section 36: W $\frac{1}{2}$ of NE $\frac{1}{4}$

In Township 29 North, Range 50 East, M.D.B. & M.

Section 10: SW $\frac{1}{4}$ of SE $\frac{1}{4}$;
 Section 30: S $\frac{1}{2}$ -NE $\frac{1}{4}$; NE $\frac{1}{4}$ of SE $\frac{1}{4}$

In Township 31 North, Range 49 East, M.D.B. & M.,

Section 4: $S\frac{1}{2}$ of $SW\frac{1}{4}$
 Section 6: Lots 1, 2, 3, 4, 5 and $SE\frac{1}{4}$ of $NW\frac{1}{4}$; $SW\frac{1}{4}$ of $NE\frac{1}{4}$;
 Section 8: $N\frac{1}{2}$; $SE\frac{1}{4}$.

Also those certain premises known and designated as the "Horse Ranch", and more particularly described as follows:

Beginning at Corner No.1, which is located at the SW Cor. Sec. 18, T. 26 N., R. 49 E., M.D.B. & M.; thence N. $78^{\circ}30'$ W., 1425 feet to Corner No.2, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #2"; thence N. 74° W. 1130 feet to Corner No.3, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #3"; thence N 55° W, 1140 feet to Corner No.4, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #4"; thence N $53^{\circ} 30'$ W, 3075 feet to Corner No.5, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #5"; thence N 22° E. 660 feet to Corner No.6, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #6"; thence S $59^{\circ} 39'$ E, 2965 feet to Corner No.7, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #7"; thence S $39^{\circ}15'$ E., 1240 feet to Corner No.8, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #8"; thence S 65° E, 1101 feet to Corner No.9, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #9"; thence S $78^{\circ}30'$ E, 1328 feet to Corner No. 10, a 4x4 post set in a mound of stone and scribed "PC 1, 1915 #10"; thence S 500 feet to Corner No.1, the point of beginning; and including in all 83.2 acres; the survey of said premises having been recorded on July 18, 1916, in Liber "D" of Miscellaneous, Page 33, Records of Eureka County.

Together with all right, title and interest in and to any and all springs and water sources claimed, owned or used for stock watering or other purposes in connection with the livestock operations of what is known as the "Dean Ranch" situated in Eureka and Lander Counties, State of Nevada, and particularly all right, title and interest in and to the following described water rights, all of which are of record in the office of the State Engineer of the State of Nevada, Carson City, Nevada, to-wit:

Application and Permit No.4161 and Certificate No.2013, Book 7, issued thereunder for water from Willow Spring.

Application and Permit No. 6312 and Certificate No. 1904, Book 7, issued thereunder for water from Mill Creek through channel of Coyote Creek.

Application and Permit No. 6566 and Certificate No. 1905, Book 7, issued thereunder for water and Mill Creek through channel of Coyote Creek and ditches.

Application and Permit No. 6853 for water from Sod House Creek.

Application and Permit No. 7229 for water from Little Cottonwood Creek.

Application and Permit No. 7425 and Certificate No. 1723, Book 6, issued thereunder for water from Rim Rock Spring.

Application and Permit No. 7434 and Certificate No. 1724, Book 6, issued thereunder for water from Rim Rock Spring.

Application and Permit No.7435 for water from South Gate Spring.

Application and Permit No. 7436 and Certificate No. 1725, Book 6, issued thereunder for water from Unnamed Spring.

Application and Permit No. 7437 for water from "21 Spring."

Application and Permit No. 7438 for water from "24 Spring."

Application and Permit No. 7439 for water from "25 Spring."

Application and Permit No. 7440 for water from "27 Spring."

Application and Permit No. 7464 and Certificate No. 1726, Book 6, issued thereunder for water from Dean Spring No.1.

Application and Permit No. 7465 and Certificate No. 1727, Book 6, issued thereunder for water from Dean Spring No.2.

Application and Permit No. 7466 and Certificate No. 1728, Book 6, issued thereunder for water from Dean Spring No.3.

Application and Permit No. 7492 and Certificate No. 1729, Book 6, issued thereunder for water from Willow Creek Spring.

Application and Permit No. 7502 for water from Hand Me Down Spring No.1.

Application and Permit No. 7503 and Certificate No. 1730, Book 6, issued thereunder for water from Big Field Spring No.1.

Application and Permit No. 7504 and Certificate No. 1731, Book 6, issued thereunder for water from Big Field Spring No.2

Application and Permit No. 7505 and Certificate No. 1732, Book 6, issued thereunder for water from Buckhorn Spring.

Application and Permit No. 7506 and Certificate No. 1733, Book 6, issued thereunder for water from Buckhorn Spring No.1.

Application and Permit No. 7788 for water from Mule Canyon Spring.

Application and Permit No. 7858 for water from Eighteen Spring in Cave Canyon.

Application and Permit No. 7859 for water from Eighteen No.1 in Cave Canyon.

Proof of appropriation No. 01515 for water from Willow Springs.

Proof of appropriation No. 01939 for water from Moonshine Spring, also known as Goyeneche No.9.

Proof of appropriation No. 01940 for water from Rossi Spring.

Proof of appropriation No. 01941 for water from "22 Spring."

Proof of appropriation No. 01942 for water from Dugout Spring.

Proof of appropriation No. 01943 for water from Chin Quin Spring.

Proof of appropriation No. 01944 for water from Bandereta Spring.

Proof of appropriation No. 01945 for water from Unnamed Spring (in Big Field).

Proof of appropriation No. 01946 for water from Side Hill Spring (above Horse Ranch).

Proof of appropriation No. 01947 for water from Lower Wenban Spring.

Proof of appropriation No. 02041 for water from Iron Spring sometimes called Spring No.1.

Proof of appropriation No. 02042 for water from Spring No.2.

Proof of appropriation No. 02043 for water from Spring No.3.

Proof of appropriation No. 02044 for water from Spring No.4.

Proof of appropriation No. 02045 for water from Spring No.5.

Proof of appropriation No. 02046 for water from Spring No.6.

Proof of appropriation No. 02047 for water from Unnamed Spring sometimes called Cottonwood Spring.

Proof of appropriation No. 02048 for water from Summit Springs.

Proof of appropriation No. 02049 for water from Unnamed Spring (Spring No.7).

Proof of appropriation No. 02050 for water from Unnamed Spring (Spring No.8)

Proof of appropriation No. 02051 for water from Unnamed Spring (Spring No.9)

Proof of appropriation No. 02052 for water from Unnamed Spring (Spring No.10)

Proof of appropriation No. 02053 for water from Unnamed Spring (Spring No.11)

Proof of appropriation No. 02054 for water from Unnamed Spring (Spring No.12)

Together with all water, water rights, water applications and water permits, or privileges, connect with, belonging, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above described premises, or used or usable in connection therewith, and all dams, reservoirs and ditches, canals or other works for storage or carrying of water now owned by the first parties, or in which they, or either of them, now have or may hereafter acquire any interest, and all applications now pending in the office of the State Engineer of the State of Nevada, for any and all waters to be used upon any part or portion of the above described lands, or used in connection therewith; also all water rights of every kind, nature and description owned by the first parties or in which they, or either of them, have an interest, including all stockwatering rights, privileges and permits.

Together with all range, ranges and range right permits now and heretofore used, claimed and enjoyed by the first parties in connection with the hereinabove described lands and all other range rights of every kind, nature and description owned by the first parties or in which they, or either of them, have any interest.

It is the intention of the parties of the first part to convey by this conveyance, and they do hereby grant, bargain and sell unto the said party of the second part and to its successors and assigns forever, all real property of every kind, nature and description, together with all range and range rights, all water and water rights, including stock-watering rights, owned by them, or either of them, situated in the Counties of Lander and Eureka, State of Nevada, whether the same are correctly described herein or not, or at all, notwithstanding the specific description hereinbefore set out, and all claim of title the parties of the first part now have or may hereafter acquire through probate in the EVA J. SHAW Estate, in and to the lands, water and water rights described herein, together with all lands, water and water rights operated by or used in the operation of the Dean Estate.


Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also the following described personal property situate in Lander and Eureka Counties, State of Nevada:

Approximately 1200 head of cattle consisting of:

Approximately 70 steers one year old,
85 steers two years old,
15 steers three years old,
86 heifers one year old,
100 heifers two years old,
420 cows,
100 cows, over eight years old
117 calves,
26 bulls,

all of which said cattle are branded on the right ribs thus: U

And ear marked thus: 

200 head of horses, more or less, being branded JD thus: D on the left shoulder.

Together with all increase of the above described livestock;

Together with those certain branding irons designated "JD" and "U" and any and all brands and branding irons and ear-marks now owned or used by the first parties; also all farm machinery, tools, wares and merchandise on the real property belonging to the first parties in the Counties of Lander and Eureka, State of Nevada; also any and all other livestock in the State of Nevada of any kind or nature, and wherever branded, which FLORA DEAN HOBART now owns; also all hay and pasture and other crops of every kind and description harvested upon any real property belonging to said first parties in the Counties of Lander and Eureka, State of Nevada.

The above description is meant to and hereby does include all the livestock in the State of Nevada owned by said FLORA DEAN HOBART, whether the same are branded and marked as described herein and on the places stated herein or not, or whether the same are branded at all.

This indenture is intended as an absolute conveyance of title and is not intended as a mortgage or security of any kind, the consideration being as aforesaid - the satisfaction of the above described indebtedness - the consummation of the transaction herein described being a complete satisfaction thereof and the termination of the note or notes, mortgage or mortgages, from the first part, FLORA DEAN HOBART, to the Henderson Banking Company.

This conveyance is IN TRUST NEVERTHELESS:

First: For the purpose of doing all things necessary and appropriate so that the third party shall realize as fully and in all particulars whatsoever from the property thus conveyed as if the transaction remained in its original form, that is to say, the said property mortgaged to Henderson Banking Company and assigned to third party as collateral to the said loan made pursuant to the said Application No. 1, it being the intention of the parties that the position in regard to worth of security of the third party shall be precisely the same as heretofore and that it shall not be prejudiced in any way whatsoever by this change of ownership.

Second: After the third party has exhausted its rights in respect of the said security as fully as it would have had the right to do under the various contracts, notes, obligations and other documents governing the rights of the third party with respect to the borrowings of Henderson Banking Company, the said trust shall be for the benefit of Henderson Banking Company Mortgage Corporation and its creditors.

The third party shall have the right at any time, until it has exhausted its right against the said security, and for any reason deemed by it sufficient, to require of the second party conveyance to the third party of all or any part of the above described property, or that the third party or its nominee shall be placed in control of all or any part of the above described property; or in the event of the refusal for any reason by the second party so to convey, the third party may at its option execute, acknowledge and record with the County Recorder of Eureka and Lander Counties a statement of its election to have the legal title to any or all of the above described property pass to the third party and thereupon and thereby such title shall pass forthwith.

All of the terms, agreements and covenants herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. It being, however, expressly understood and agreed that, anything to the contrary expressed or implied, first parties do not, jointly or severally, warrant the title to all or any part of the hereinbefore described property, real, personal or mixed, nor the existence thereof, nor make any other warranties in respect thereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESS:

Frank L. Owen.

Flora Dean Hobart (SEAL)
Ethel Dean Hussey (SEAL)

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco.)

On this 31st day of August, A.D. 1934, personally appeared before me, Frank L. Owen, a notary public in and for said City and County, FLORA DEAN HOBART, known to me to be one of the persons described in, and who executed the foregoing instrument, who acknowledged to me that she 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 in the City and County of San Francisco the day and year hereinabove first written.

(Notarial Seal)
My commission expires Nov. 22, 1937.

Frank L. Owen
Notary Public in and for the City and
County of San Francisco, State of California.
Residing at San Francisco.

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco.)

On this 14th day of September, A.D. 1934, personally appeared before me, Frank L. Owen, a notary public in and for said City and County, ETHEL DEAN HUSSEY, known to me to be one of the persons described in, and who executed the foregoing instrument, who acknowledged to me that she 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 in the City and County of San Francisco, the day and year hereinabove first written.

(Notarial Seal)
My commission expires Nov. 22, 1937.

Frank L. Owen
Notary Public in and for the City and County
of San Francisco, State of California.
Residing at San Francisco.

The foregoing trust is hereby accepted. It is agreed that all of the trust assets will be kept separate and apart from other assets and promptly and faithfully accounted for.

Dated September 22nd, 1934.

ATTEST: CORPORATE SEAL
L.P. Harriman
(Corporate Seal) Secretary.

HENDERSON BANKING COMPANY MORTGAGE CORPORATION
By W.M. Weathers
Its President.

STATE OF NEVADA,) SS.
COUNTY OF ELKO.)

On this 22nd day of September, A.D. 1934, personally appeared before me, Milton J. Reinhart, a notary public in and for Elko County, W.M. REATHERS, known to me to be the President of the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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 in the County of Elko, the day and year hereinabove first written.

(Notarial Seal)
My commission expires Sept. 11th, 1935.

Milton J. Reinhart
Notary Public in and for the County of Elko,
State of Nevada. Residing at Elko, Nevada.

QUIT CLAIM AND AGREEMENT

The undersigned, RICHARD DEAN MAGEE, unmarried, has heretofore claimed some right, title and interest in and to the so-called "Horse Ranch" which is hereinafter specifically described, and certain ranges, and has not claimed and does not claim any right, title or interest in or to any other property, real, personal or mixed, described in the above trust deed. The above grantor, FLORA LEAN HOBART, is the mother of RICHARD DEAN MAGEE and the undersigned is desirous that she shall be successful in settling the indebtedness described in the above trust deed as is therein provided and thus avoid judgments for unpaid balances following foreclosure sales. The above described second and third parties are unwilling to agree to this settlement unless the undersigned executes this quitclaim and agreement.

NOW, THEREFORE, in consideration of Henderson Banking Company Mortgage Corporation and Reconstruction Finance Corporation entering into the settlement which is described in the above trust deed, the undersigned does hereby by these presents remise, release and quitclaim unto the second party and the third party, upon the trusts described in the above trust deed, the so-called "Horse Ranch", described as follows:

Beginning at Corner No. 1, which is located at the SW Cor. Sec. 18, T. 26 N., R. 49 E., M. D. B. & M.; thence N. 78°30' W, 1425 feet to Corner No. 2, a 4x4 post set in mound of stone and scribed "PC1, 1915 #2"; thence N. 74° W, 1130 feet to Corner No. 3, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #3", thence N 55° W, 1140 feet to Corner No. 4, a 4x4 post set in a mound of stone scribed "PC1, 1915 #4"; thence N 53° 30' W, 3075 feet to Corner No. 5, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #5"; thence N 22° E, 660 feet to Corner No. 6, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #6"; thence S 59° 39' E, 2965 feet to Corner No. 7, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #7"; thence S 39° 15' E, 1240 feet to Corner No. 8, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #8"; thence S 65° E, 1101 feet to Corner No. 9, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #9"; thence S 78° 30' E, 1328 feet to Corner No. 10, a 4x4 post set in a mound of stone and scribed "PC1, 1915 #10"; thence S 500 feet to Corner No. 1, the point of beginning; and including in all 83.2 acres; the survey of said premises having been recorded on July 18, 1916, in Liber "D" of Miscellaneous, page 33, Records of Eureka County; and also Buckhorn Range, Horse Ranch Range and Dry Hills Range; all to the end that the said Henderson Banking Company Mortgage Corporation and said Reconstruction Finance Corporation and their assigns shall have and hold all of the property and premises described in the above trust deed forever but without warranty of title.

The undersigned further agrees that coincidently with the execution hereof he will immediately vacate and surrender possession of all of the premises described in the foregoing trust

deed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 14th day of September, 1934.

Richard Dean Magee (SEAL)

STATE OF CALIFORNIA

CITY and COUNTY OF SAN FRANCISCO

} SS.

On this 14th day of September, A. D. 1934, personally appeared before me, Frank L. Owen, a notary public in and for said City and County, RICHARD DEAN MAGEE, known to me to be the person described in, and who executed the foregoing instrument, who acknowledged to me that he 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 in the City and County of San Francisco, the day and year hereinabove first written.

(NOTARIAL SEAL)

My commission expires.
Nov. 22, 1937.

Frank L. Owen
Notary Public in and for the City and
County of San Francisco, State of California
Residing at San Francisco.

Recorded at the request of M. A. Diskin Nov. 19, A. D. 1934 At 45 minutes past 3 P. M.

Peter Merialdo-----Recorder.