#### File No.21328.

W.J. TOBIN, as Receiver of The Reno National Bank, to WILLIAMS ESTATE COMPANY, a comporation, BANK OF NEVADA SAVINGS & TRUST COMPANY, a corporation, and to all persons interested:

## NOTICE OF INTENDED SALE UNDER DEED OF TRUST

### TO WHOM IT MAY CONCERN:

### NOTICE IS HEREBY GIVEN:

THAT WHEREAS, on the 30th day of April, 1929, Williams Estate Company, a corporation organized and existing under the laws of the State of Nevada, was indebted to The Reno National Bank, a national banking association organized and existing under the laws of the United States of America, in the sum of Fifty Thousand Dollars (\$50,000.00), payable on demand, with interest thereon at the rate of 8% per annum, interest payable semi-annually; and

WHEREAS, on said 30th day of April, 1929, said Williams Estate Company, a corporation, for the purpose of securing the payment of said sum of \$50,000.00, made, executed and delivered a deed of trust to the Bank of Nevada Savings Company, a banking corporation organized and existing under the laws of the State of Nevada, as Trustee, and The Reno National Bank, as beneficiary, which said deed of trust was thereafter duly recorded as follows: Recorded in the Office of the County Recorder of Elko County, Nevada on the 9th day of May, 1929 at Page 5 to 14 inclusive, Book 2 of Real and Chattel Mortgages, Elko County, Nevada records; Recorded in the office of the County Recorder of Churchill County, Nevada, on the 3rd day of May, 1929 at Page 318; Book 11 of Mortgages, Churchill County, Nevada Records; recorded in the Office of the County Recorder of Eureka County, Nevada on the 13th day of May, 1929 at Page 175, Book A of Real & Chattel Mortgages, Eureka County, Nevada records; and

WHEREAS, on or about the 12th day of December, 1932, the Comptroller of the Currency of the United States, acting under and pursuant to the laws of the United States, investigated and examined the condition of the Reno National Bank, and after such investigation and examination, said Comptroller of the Currency became satisfied and found that said The Reno National Bank was insolvent, and thereupon duly appointed W. J. Tobin Receiver of said The Reno National Bank and its property; that on or about the 12th day of December, 1932, said W. J. Tobin thereupon duly qualified as such Receiver and ever since has been and now is the duly appointed, qualified and acting Receiver of said The Reno National Bank, and the above described deed of trust came into the hands of said W. J. Tobin, as Receiver of The Reno National Bank, as an asset of said bank; and

WHEREAS, said deed of trust in terms provided that the same should be security for any advancements thereafter made by said The Reno National Bank to said Williams Estate Company, or any sum thereafter due or to grow due from said Williams Estate Company to said The Reno National Bank; and

WHEREAS, pursuant to the terms of said deed of trust, there was advanced to said Williams Estate Company by said The Reno National Bank the following sums, to-wit:

The sum of \$10,000.00, on the 1st day of June, 1929, as evidenced by a promissory note of said date in the sum of \$10,000.00, payable on demand, with interest at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931.

The sum of \$3,000.00 on the 14th day of August, 1929, as evidenced by a promissory note of said date in the sum of \$3,000.00,

WHEREAS, on or about the 12th day of December, 1932, the Comptroller of the Currency of the United States, acting under and pursuant to the laws of the United States, investigated and examined the condition of The Reno National Bank, and after such investigation and examination, said Comptroller of the Currency became satisfied and found that said The Reno National Bank was insolvent, and thereupon duly appointed W. J. Tobin Receiver of said The Reno National Bank and its property; that on or about the 12th day of December, 1932, said W. J. Tobin thereupon duly qualified as such Receiver and ever since has been and now is the duly appointed, qualified and acting Receiver of said The Reno National Bank, and the above described deed of trust came into the hands of said W. J. Tobin, as Receiver of The Reno National Bank, as an asset of said bank; and

WHEREAS, said deed of trust in terms provided that the same should be security for any advancements thereafter made by said The Reno National Bank to said Williams Estate Company, or any sum thereafter due or to grow due from said Williams Estate Company to said The Reno National Bank; and

WHEREAS, pursuant to the terms of said deed of trust, there was advanced to said Williams
Estate Company by said The Reno National Bank the following sums, to-wit:

The sum of \$10,000.00, on the 1st day of June, 1929, as evidenced by a promissory note of said date in the sum of \$10,000.00, payable on demand, with interest at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931.

The sum of \$3,000.00 on the 14th day of August, 1929, as evidenced by a promissory note of said date in the sum of \$3,000.00, payable on demand, with interest thereon at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$5,000.00 on the 11th day of November, 1929, as evidenced by a promissory note of said date in the sum of \$5,000, payable on demand, with interest thereon at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$10,000.00 on the 23rd day of May, 1930, as evidenced by a promissory note of said date in the sum of \$10,000.00, payable on demand, with interest thereon at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$1,000.00 on the 4th day of June, 1931, as evidenced by a promissory note of said date in the sum of \$1,000.00, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$2,055.56 on the 30th day of June, 1930, as evidenced by a promissory note of said date in the sum of \$2,055.56, payable on demand, with interest thereon at the rate of per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$3,000.00 on the 21st day of July, 1930, as evidenced by a promissory note of said date in the sum of \$3,000.00, payable on demand, with interest thereon at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June, 1931;

The sum of \$4,944.44 on the 4th day of August, 1930, as evidenced by a promissory note or said date in the sum of \$4,944.44, payable on dema d, with interest thereon at the rate of 8% per annum, payable semi-annually, and upon which interest has been paid to the 30th day of June 1931;

The sum of \$3,000.00 on the 30th day of June, 1931, as evidenced by a promissory note of said date in the sum of \$3,000.00, payable on demand, with interest thereon at the rate of 8%

per annum, payable on demand;

The sum of \$5,400.00 on the 25th day of July, 1931, as evidenced by a promissory note of said date in the sum of \$5,400.00, payable on demand, with interest thereon at the rate of 8% per annum, payable semi-annually;

The sum of \$500.00 on the 10th day of September, 1931, as evidenced by a promissory note of said date in the sum of \$500.00, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$2,000.00 on the 25th day of September, 1931, as evidenced by a promissory note of said date in the sum of \$2,000, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$1,400.00 on the 8th day of October, 1931, as evidenced by a promissory note of said date in the sum of \$1,400.00, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$2,000.00 on November 2, 1931, as evidenced by a promissory note of said date in the sum of \$2,000.00, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$4591.42 on December 3, 1931, as evidenced by a promissory note of said date in the sum of \$4591.42, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$1,482.36 on March 30, 1932, as evidenced by a promissory note of said date in the sum of \$1,482.36, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$4041.43 on June 6, 1932 as evidenced by a promissory note of said date in the sum of \$4041.43, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand;

The sum of \$500.00 on July 27, 1931, as evidenced by a promissory note of said date in the sum of \$500.00, payable on demand, with interest thereon at the rate of 8% per annum, payable on demand; and

NHEREAS, interest on the original indebtedness of \$50,000.00 was paid to June 30, 1931, and which said payments were made on the 30th day of June, 1931; and

WHEREAS, the interest on those two certain promissory notes, one of date Junel, 1929 for the sum of \$10,000.00 and the other of date August 14, 1929 for the sum of \$3,000.00 was paid to the 30th day of June, 1931, and which said payments were made on the said 30th day of June, 1931; and

WHEREAS, default has been made in the payment of the principal and interest of said indebtedness, and the notes, and there is now due, owing, unpaid and payable from said Williams
Estate Company to the Reno National Bank the sum of \$108,776.91 , as principal and interest.

MOW, THEREFORE, W. J. Tobin, as Receiver of The Reno National Bank, by reason of said default, has exercised and by these presents does exercise his option given by said notes and deed of trust to declare all indebtedness evidenced by said promissory notes and secured by said deed of trust to be immediately due and payable, and has elected and by these presents does elect to sell of cause to be sold the real property described in said deed of trust to satisfy the indebtedness thereby secured, which said real property is situated in the Counties of Churchill, Eureka, and Elko, State of Nevada, and particularly described as follows, to-wit:

## Churchill County Lands

The southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter of Section 20, Township 18 North, Range 37 East, M.D.M.

The east half of the northwest quarter, the southwest quarter of the northeast quarter

and the west half of the southeast quarter of Section 4; the north half of the northeast quarter and the southwest quarter of the northwest quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of Section 10; the southeast quarter of the northeast quarter and the northwest quarter of the southeast quarter of the southwest quarter of the northwest quarter of section 20; the southwest quarter of the northwest quarter of Section 21; the northwest quarter of the southwest quarter of Section 27; the south half of the southeast quarter and the southeast quarter of the southwest quarter of Section 28, all in Township 18 North, Range 38 East, M. D. M.

The southwest quarter of the northwest quarter of Section 3; the south half of the northeast quarter of Section 4; the east half of the southeast quarter of Section 5; the east half of the southwest quarter of Section 9; the northeast quarter of the northwest quarter of Section 16; the south half of the northwest quarter, the north half of the southwest quarter and the southeast quarter of Section 28, all in Township 19 North, Range 37 East, M. D. M.

The southeast quarter of the southeast quarter of Section 29, and the northeast quarter of the northeast quarter of Section 32, in Township 19 North, Range 38 East, M. D. .

The southwest quarter of the southwest quarter of Section 2; the northeast quarter of the northeast quarter, the southeast quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 10; the southeast quarter of the wouthwest quarter and the southwest quarter of the southeast quarter of Section 15, all in Township 20 North, Range 29 East, M. D. M.

The south half of the southeast quarter of section 25; the west half of the northeast quarter and the northhalf of the northwest quarter of Section 36, all in Township 20 North, Range 37 East, M. D. M.

The east half of the southwest quarter of section 4; the north half of the northwest quarter of Section 9; the south half of the northeast quarter and the east half of the northwest quarter of Section 19, all in Township 20 North, Range 38 East, M.D.M.

The northeast quarter of the southeast quarter of Section 24, in Township 20 North, Range 39 East, M.D.M.

Lot 3 of the southwest quarter of Section 19, Township 20 North, Range 40 Hast, M. D. M. The northwest quarter, the west half of the northeast quarter, the east half of the southwest quarter and the west half of the southeast quarter of Section 22; the southeast quarter of the southeast quarter of the northwest quarter and the East half of the southwest quarter of Section 26; the northwest quarter of the northwest quarter and the East half of the southwest quarter of Section 36, all in Township 21 North, Range 29 East, M. D. M.

The southeast quarter of the northwest quarter, and the southwest quarter of the south-west quarter of Section 24; the east half of the southeast quarter of Section 33; the south-west quarter, the northwest quarter of the southeast quarter, and the southwest quarter of the northeast quarter of Section 34, all in Township 21 North, Range 38 East, M. D. M.

The northeast quarter of the southeast quarter and the southwest quarter of the southeast quarter of Section 2, Township 22 North, Range 38 East, M. D. M.

Also that certain patented mining claim known as the Golden Crown Lode Mining Claim,
Patent No. 16154, designated as Lots Nos. 37 and 37 A, and embracing a portion of Sections 13
and 24, Township 22 North, Range 37 East, and a portion of Sections 18 and 19, Township 22
North, Range 38 East, M.D.B. & M., and containing 18.33 acres.

# ELKO COUNTY LANDS

Lots 1 and 2 of the NE<sub>2</sub>, and Lots 3 and 4 of the NW<sub>2</sub> of Section 1; Lots 1 and 2 of the NE<sub>4</sub> and Lot 3 of the NW<sub>2</sub> of Section 2; the SE<sub>4</sub> of the SE<sub>4</sub> of Section 3; the NW<sub>2</sub> of the NE<sub>4</sub>, and the N½ of the SE<sub>4</sub> of Section 10, the N½ of the NE<sub>4</sub> and the N½ of the NW<sub>2</sub> of Section 11; and the NW<sub>2</sub> of the NW<sub>2</sub> of Section 12, all in Township 37 N<sub>6</sub>rth, Range 49 East.

Lot 2 of the NE $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the S $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 3; all of Section 4; Lots 1 and 2 of the NE $\frac{1}{4}$  and Lots 3 and 4 of the NW $\frac{1}{4}$  of Section 6; the NW $\frac{1}{4}$  of Section 9, all in Township 37 North, Range 50 East.

Lot 2 of the NE $\frac{1}{4}$  of Sec. 4; Lots 3 and 4 of the NW $\frac{1}{4}$  and the S $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 5; Lots 1 and 2 of the NE $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the SE $\frac{1}{4}$  of Section 6; the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 8, all in Township 37 North, Range 51 Last.

Lot 4 of the NW2, the SE2 of the NW2, the NW2 of the SW2 and the SE2 of the SW2 of Section 3; the NW2 of the NE2 and the SE2 of the NE2 of Section 10; the N2 of the SW2, the SE2 of the SW2, the NW2 of the SE2; and the S2 of the SE2 of Section 11; the NE2 of the NE2, and the W2 of the NW2 of Section 13; the NE2 of the NE2 of Section 14; the N2 of the SW2 of Section 24; the SE2 of the SW2 and the S2 of the SE2 of Section 35, and the S2 of the SW2 and the S2 of the SE2 of Section 36, all in Township 38 North, Range 49 East.

The  $3\frac{1}{2}$  of the NW of Section 5; the SE of the NE , and Lots 3 and 4 of the NW of Section 6; the NE of the NE and Lot 4 of the SW of Section 7; Lot 2 of the NE , the NE of the SW of the SW of the SE of Section 27; the of the SE of Section 28; the SE of the SW and the SE of the SE of Section 31; the SE of the SW of the

The W<sup>1</sup>/<sub>2</sub> of the SE<sup>1</sup>/<sub>4</sub>, the SE<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Section 30; the NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub>, the NE<sup>1</sup>/<sub>4</sub>, the NE<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>4</sub>, the NE<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> and Lots 3 and 4 of the SW<sup>1</sup>/<sub>4</sub> of Section 31; the SW<sup>1</sup>/<sub>4</sub> of the NE<sup>1</sup>/<sub>5</sub>, and W<sup>1</sup>/<sub>2</sub> of the NW<sup>1</sup>/<sub>4</sub>, the SE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>, the N<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>4</sub>, the SE<sup>1</sup>/<sub>4</sub> of Section 33, all in Township 38 North. Range 51 East.

The SEt of the SEt of Section 33, Township 39 North, Range 49 East.

Lots 1, 2 and 3 of the NE, and Lots 7 and 8 of the NW, of Section 1; Lot 9 of the NE, of Section 3, in Township 39 North, Range 55 East.

The  $SW_4^1$  of the  $NE_4^2$ , Lots 3 and 4 of the  $NW_2^1$ , the  $N_2^1$  of the  $SW_2^1$  of Section 6, all in Township 39 North, Range 56 East.

An undivided two-thirds interest in the NET of the NET of Section 24, in Township 40 North Range 54 East.

The Swi of the SE of Section 36, Township 40 North, Range 55 East.

The SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section1; the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 11; an undivided two-thirds interest in Lot 1 of the NE $\frac{1}{4}$ , and Lot 12 of the SE $\frac{1}{4}$  of Section 24, all in Township 45 North, Range 55 East.

The  $NE_{\frac{1}{4}}$  of the  $NW_{\frac{1}{4}}$  of Section 2; all of the  $NE_{\frac{1}{4}}$  of the  $SE_{\frac{1}{4}}$  of  $g_{g_{\frac{1}{4}}}$  ction 5; an undivided two-thirds interest in the  $SW_{\frac{1}{4}}$  of the  $SW_{\frac{1}{4}}$  of Section 8; the  $W_{\frac{1}{4}}$  of the  $NW_{\frac{1}{4}}$  of the  $NW_{\frac{1}{4}}$ , and the  $S_{\frac{1}{4}}$  of the  $SE_{\frac{1}{4}}$  of Section 19; the  $NE_{\frac{1}{4}}$  of the  $NE_{\frac{1}{4}}$  of Section 32; and all

of Lot 4 of the NW2 of Section 6, all in Township 43 North, Range 56 East,

Lot 3 of the NE $\frac{1}{4}$  and Lot 10 of the SE $\frac{1}{4}$  of Section 24; all of Lots 1, 2 and 3 of the NE $\frac{1}{4}$ , and the N $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 25; the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 26; an undivided two-thirds interest in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27; all in Township 44 North, Range 55 East.

The NW of the NW and the SW of the SE of SEction 28; the NE of the NE of the SW of Section 29; and undivided two-thirds interest in the SW of the NE of the NE of the NW of Section 30; Lot 10 of the SE of Section 32; all of the SW of the NE and the E of the NW of Section 32; all in Township 44 North, Range 56 East.

Lots leand 2 of the  $NW_2^1$  of Section 7; Lot 1 of the  $NW_2^1$  of Section 19; all in Township 44 North, Range 57 East.

SET of NWT, SWT of NET, NET of SET, Sec. 36, T. 39 N., R. 54 E., M. D. B. & M. SWT of NWT, Sec. 3; Lots 1, 2, 3, 4, ST of NET, WE of SET, Sec. 4; NET of NET, Sec 5, Tp. 38 N., R. 55 E., M.D.

SEL of NEL, SEL, Sec. 27; Why, Why of NEL and NWL of SWL, Sec. 34; Shof NEL, Shof SWL and SEL Sec. 33; NWL of SEL, Shof SEL and SWL, Sec. 32; Nhy of Shof SEL, Sec. 31, Tp. 39 n., R. 55 E., M. D. B. & M.

Also that certain placer mining claim situated in the Island Mountain Mining District, located, recorded and known as Penrod Placer Mining Claim A. United States Survey No. 37, granted and conveyed by patent issued by the General Land Office of the United States, bearing date January 4, 1894, Number 23,810, recorded in Volume 1, United States Mining Patents, at page 109 of the County Records of said Elko County, to which records reference is here made, containing one hundred and sixty acres more or less.

Also that certain placer mining claim situated in the Island Mountain Mining District, located, recorded and known as Penrod Placer Mining Claim B. United States Survey No. 38, granted and conveyed by patent issued by the General Land Office of the United States, bearing date January 4, 1894, Number 23,811, and recorded in Volume 1, United States Mining Patents, at page 115 of the County Records of said Elko County, to which records reference is hereby made, and containing one hundred and sixty acres of land more or less.

Also that certain placer mining claim situated in the Island Mountain Mining District, located, recorded and known as Penrod Placer Mining Claim C. United States Survey No. 39, granted and conveyed by patent issued by the General L nd Office of the United States, bearing date January 4, 1894, Number 23,812, and recorded in Volume 1 of United States Mining Patents at p ge 113 of the County Records of said Elko County, which records are hereby referred to, containing one hundred and sixty acres more or less.

Also all of the right, title and interest of said Williams Estate Company in and to all lands situate, lying and being in the Counties of Elko, Churchill and Eureka, State of Nevada, right, title or ownership or whatsoever kind or character.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all water, water rights, water applications, water permits and forest permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereinabove described, 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 said Williams Estate Company, or in which now has 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 up in any part or portion of the above-described lands, or used in connection therewith.

NOW, THEREFORE, NOTICE IS HEREBY CIVEN that the undersigned, W. J. Tobin, as Receiver of The Reno National Bank, has elected to consider all indebtedness evidenced by said promissory notes or secured by said deed of trust to be immediately due and payable, and a branck of the obligation for which said deed of trust is security has occurred as hereinabove described, and that the said W. J. Tobin, as Receiver of The Reno National Bank, has elected to sell or cause to be sold the real property described in said deed of trust and hereinabebe particularly described to satisfy said obligation.

IN WITNESS WHEREOF, the said W. J. Tobin, as such Receiver, has caused this notice to be executed.

W. J. Tobin
As Receiver of The Reno National Bank

STATE OF NEVADA, ss COUNTY OF WASHOE

On this <u>lith</u> day of October, 1935, before me, Mary Thompson, a Notary Public in and for the County of Washoe, State of Nevada, residing therein, duly commissioned and sworn, personally appeared W. J. Tobin, Receiver of The Reno National Bank, personally known to me to be such Receiver, and he d ly acknowledged to me that he as such Receiver, executed the above and foregoing instrument, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my he and and affixed my official seal at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

(Notarial Seal)

Mary Thompson
Notary Public in and for
the County of Washoe, State
of Nevada.

Recorded at the request of N.J. Barry Oct. 14th, 1935 At 30 minutes past 3 P.M.

Peter Merialdo----Recorder.