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**DEED OF TRUST AND
CHattel MORTGAGE**

THIS DEED OF TRUST, made and entered into this 19
day of December, 1941, by and between KUREKA LAND AND STOCK
COMPANY, a corporation organized and existing under and by
virtue of the laws of the State of Nevada, and having its
principal place of business in the Town of Elko, County of
Elko, State of Nevada, hereinafter referred to as the Grantor,
and J. V. Besser, of the City of Ely, County of
White Pine, State of Nevada, hereinafter referred to as Trustee,
and the EASTERN NEVADA COMPANY, a corporation organized and
existing under and by virtue of the laws of the State of Nevada,
and having its principal place of business in the City of Ely,
County of White Pine, State of Nevada, and the NEVADA BANK OF
COMMENCE, a corporation organized and existing under and by
virtue of the Banking Laws of the State of Nevada, and doing
business in the Town of Elko, County of Elko, State of Nevada,
said EASTERN NEVADA COMPANY and said NEVADA BANK OF COMMENCE
being hereinafter referred to as Beneficiaries;

W I T N E S S E T H

THAT WHEREAS, the said grantor is indebted to the said
Beneficiary, the EASTERN NEVADA COMPANY, in the sum of Seventy
thousand Dollars (\$70,000.00), lawful money of the United States,
and has agreed to pay the same according to the terms and tenor
of four (4) certain promissory notes of even date herewith and
made, executed and delivered by said grantor to said EASTERN
NEVADA COMPANY, which notes are in words and figures as follows,
to-wit:

\$33,000.00 Ely, Nevada, December 19, 1941

On or before one (1) year after date, for value
received, the KUREKA LAND AND STOCK COMPANY, through
its duly appointed officers, promises to pay to the
EASTERN NEVADA COMPANY, a corporation, or order the
sum of thirty-three thousand dollars (\$33,000.00),
with interest thereon from the date hereof until paid
at the rate of 8 1/2 per cent per annum, both principal
and interest payable in lawful money of the United
States of America. Interest payable semi-annually.

Negotiable and payable at the office of the
EASTERN NEVADA COMPANY, Ely, Nevada, without disal-
location or discount.

Should the interest not be paid as stipulated,
the legal holder of this note may declare the same due
and proceed at once to collect both the principal and
interest. If this note be collected by an attorney,
with or without suit, the maker agrees to pay a reason-
able attorney's fee, the same to be taxed as part of
the costs in the case. The makers and endorsers of
this note each expressly waive demand, notice of non-
payment, and protest, and suit against the maker, and
hereby guarantee payment of this note at maturity, or

1 at any time thereafter, and consent that time of pay-
2 ment may be extended without notice at or after matur-
3 ity.

4 No. _____

5 Due _____

SEAL

EUREKA LAND AND STOCK COMPANY

6 By John Lavague

7 By Milton B. Badt

8 * * * * *

9 \$15,000.00

Ely, Nevada, December 19, 1941

10 On or before one (1) year after date, for value
11 received, the EUREKA LAND AND STOCK COMPANY, a cor-
12 poration, through its duly appointed officers, prom-
13 ises to pay to the EASTERN NEVADA COMPANY, a corpor-
14 ation, or order the sum of Fifteen thousand Dollars
15 (\$15,000.00), with interest thereon from the date
16 hereof until paid at the rate of 8½ per cent per
17 annum, both principal and interest payable in lawful
18 money of the United States. Interest payable semi-
19 annually.

20 Negotiable and payable at the office of the
21 EASTERN NEVADA COMPANY, Ely, Nevada, without defal-
22 cation or discount.

23 Should the interest not be paid as stipulated,
24 the legal holder of this note may declare the same due
25 and proceed at once to collect both the principal and
26 interest. If this note be collected by an attorney,
27 with or without suit, the maker agrees to pay a reason-
28 able attorney's fee, the same to be taken as part of
29 the costs in the case. The makers and endorsers of
30 this note each expressly waive demand, notice of non-
payment, and protest, and suit against the maker, and
hereby guarantee payment of this note at maturity, or
at any time thereafter, and consent that time of pay-
ment may be extended without notice at or after matur-
ity.

No. _____

Due _____

SEAL

EUREKA LAND AND STOCK COMPANY

By John Lavague

By Milton B. Badt

* * * * *

\$10,000.00

Ely, Nevada, December 19, 1941

On or before one (1) year after date, for value
received, the ~~EUREKA LAND AND STOCK COMPANY~~, a cor-
poration, through its duly appointed officers, prom-
ises to pay to the EASTERN NEVADA COMPANY, a corpor-
ation, or order the sum of Ten thousand Dollars
(\$10,000.00), with interest thereon from the date
hereof until paid at the rate of 8½ per cent per
annum, both principal and interest payable in lawful

1 money of the United States. Interest payable semi-
annually.

2 Negotiable and payable at the office of the
3 EASTERN NEVADA COMPANY, Ely, Nevada, without defal-
cation or discount.

4 Should the interest not be paid as stipulated,
5 the legal holder of this note may declare the same due
6 and proceed at once to collect both the principal and
7 interest. If this note be collected by an attorney,
8 with or without suit, the maker agrees to pay a reason-
9 able attorney's fee, the same to be taxed as part of
10 the costs in the case. The makers and endorsers of
11 this note each expressly waive demand, notice of non-
12 payment, and protest, and suit against the maker, and
13 hereby guarantee payment of this note at maturity, or
14 at any time thereafter, and consent that time of pay-
15 ment may be extended without notice at or after matur-
16 ity.

17 No. _____

18 Due _____



EUREKA LAND AND STOCK COMPANY

19 By John L. Lague
Pres.

20 By Milton B. Badd

21 * * * * *

22 \$12,000.00

23 Ely, Nevada, December 19, 1941

24 On or before one (1) year after date, for value
25 received, the EUREKA LAND AND STOCK COMPANY, a cor-
26 poration, through its duly appointed officers, prom-
27 ises to pay to the EASTERN NEVADA COMPANY, a corpora-
28 tion, or order the sum of Twelve thousand Dollars
29 (\$12,000.00), with interest thereon from the date
30 hereof until paid at the rate of 8 1/2 per cent per
annum, both principal and interest payable in lawful
money of the United States. Interest payable semi-
annually.

Negotiable and payable at the office of the
EASTERN NEVADA COMPANY, Ely, Nevada, without defal-
cation or discount.

Should the interest not be paid as stipulated,
the legal holder of this note may declare the same due
and proceed at once to collect both the principal and
interest. If this note be collected by an attorney,
with or without suit, the maker agrees to pay a reason-
able attorney's fee, the same to be taxed as part of
the costs in the case. The makers and endorsers of
this note each expressly waive demand, notice of non-
payment, and protest, and suit against the maker, and
hereby guarantee payment of this note at maturity, or
at any time thereafter, and consent that time of pay-
ment may be extended without notice at or after matur-
ity.

No. _____

Due _____



EUREKA LAND AND STOCK COMPANY

By John L. Lague
Pres.

By Milton B. Badd

1 AND WHEREAS, the grantor is indebted to the said bene-
2 fiary, the NEVADA BANK OF COMMERCE, in the sum of Fifteen thou-
3 sand Dollars (\$15,000.00), lawful money of the United States, and
4 has agreed to pay the same according to the tenor and terms of
5 a certain promissory note of even date herewith and made, exe-
6 cuted, and delivered by the said grantor to the said NEVADA BANK
7 OF COMMERCE, which note is in words and figures as follows, to-
8 wit:

9 \$15,000.00 Elko, Nevada, December 19, 1941

10 On or before one (1) year after date, for value
11 received, the EUREKA LAND AND STOCK COMPANY, a cor-
12 poration, through its duly appointed officers, pro-
13 vicee to pay to the NEVADA BANK OF COMMERCE, a corpora-
14 tion, or order the sum of Fifteen thousand Dollars
15 (\$15,000.00), with interest thereon from the date
16 hereof until paid at the rate of 8 $\frac{1}{2}$ per cent per
17 annum, both principal and interest payable in lawful
18 money of the United States. Interest payable semi-
19 annually.

20 Negotiable and payable at the office of the
21 NEVADA BANK OF COMMERCE, Elko, Nevada, without de-
22 falcation or discount.

23 Should the interest not be paid as stipulated,
24 the legal holder of this note may declare the same due
25 and proceed at once to collect both the principal and
26 interest. If this note be collected by an attorney,
27 with or without suit, the maker agrees to pay a reason-
28 able attorney's fee, the same to be taxed as part of
29 the costs in the case. The makers and endorsers of
30 this note each expressly waive demand, notice of non-
 payment, and protest, and suit against the maker and
 heresy guarantee payment of this note at maturity, or
 at any time thereafter, and consent that time of pay-
 ment may be extended without notice at or after matur-
 ity.

No. _____

Due _____

SEAL

EUREKA LAND AND STOCK COMPANY

By John Lavague Pres.

By Milton B. Bush

23 NOW THEREFORE, the said grantor, for the purpose of
24 securing the payment of said promissory notes, and each of them,
25 and also the payment of all moneys herein agreed or provided to
26 be paid by the said Grantor, or which may be paid out or advanced
27 by said beneficiaries or trustee under the provisions of this in-
28 strument, with interest in each case, do hereby grant, bargain,
29 sell, convey and confirm unto the said trustee all of the right,
30 title and interest, claim and demand, as well in law as in
 equity, which the said grantor may now have or may hereafter
 acquire of, in, or to the following described lots, pieces, or
 parcels of land, together with the buildings, structures, and
 improvements constructed or hereafter erected upon said lots,
 pieces and parcels of land, all of which are situated in the
 Counties of White Pine, Eureka, Nye and Elko, State of Nevada,
 and being more particularly described as follows, to-wit:

1 All that certain real property situate, lying and
2 being in the County of Elko, State of Nevada, particu-
3 larly described as follows, to-wit:

4 IN TOWNSHIP 29 N., R. 55 E., N.D.M.:

5 Section 19: Lots 1 and 2, E. half of NW quarter,
6 W. half of NE quarter, and SW quarter
7 of NE quarter;

8 IN TOWNSHIP 30 N., R. 53 E., N.D.M.:

9 Section 34: SW quarter of SW quarter;

10 IN TOWNSHIP 29 N., R. 54 E., N.D.M.:

11 Section 24: Lot 1, SE quarter of NW quarter,
12 SW quarter of NE quarter;

13 Also all of the right, title and interest of the
14 grantor arising out of a contract with the State of
15 Nevada, by one Oliver Riffe for the purchase of the
16 following described lands of which the grantor is the
17 beneficial owner, subject to the paramount title of
18 the State of Nevada, and for which patent from said
19 state may issue to said grantor upon payment to said
20 state of the balance of the contract purchase price
21 thereof in the sum of \$1.00 per acre, to-wit:

22 IN TOWNSHIP 32 N., R. 57 E., N.D.M.:

23 Section 30: NE quarter of NE quarter, SW quarter
24 of SE quarter, and NE quarter of SW
25 quarter;

26 All of that certain real property situate, lying
27 and being in the County of Eureka, State of Nevada,
28 particularly described as follows, to-wit:

29 IN TOWNSHIP 31 N., R. 50 E., N.D.M.:

30 Section 35: SE quarter of NE quarter and NE
31 quarter of SE quarter;

32 Section 36: SW quarter of NW quarter and NW
33 quarter of SW quarter;

34 IN TOWNSHIP 32 N., R. 51 E., N.D.M.:

35 Section 8: NW quarter of SE quarter;

36 Section 19: Lots 3 and 4, and SE quarter of SW
37 quarter;

38 Section 30: Lots 1, 2, 3 and 4 and SE quarter of
39 NW quarter;

40 IN TOWNSHIP 32 N., R. 50 E., N.D.M.:

Section 24: E half of NE quarter;

1 IN TOWNSHIP 20 N., R. 24 E., M.D.M.:

2 Section 13: NE quarter of SW quarter and SW
3 quarter of SE quarter;

4 IN TOWNSHIP 23 N., R. 01 E., M.D.M.:

5 Section 13: N half of SW quarter;

6 Section 2: W half of Lot 11;

7 Section 14: E half of SE quarter and NE quarter of
8 SW quarter;

9 Section 28: SW quarter of NE quarter;

10 Section 27: NE quarter of SE quarter;

11 Section 24: NE quarter of SW quarter and SW quarter
12 of NE quarter;

13 Section 14: NE quarter of SW quarter;

14 IN TOWNSHIP 23 N., R. 22 E., M.D.M.:

15 Section 19: Lots 5 and 9;

16 IN TOWNSHIP 24 N., R. 20 E., M.D.M.:

17 Section 36: SW quarter of SE quarter;

18 IN TOWNSHIP 24 N., R. 21 E., M.D.M.:

19 Section 1: SW quarter of SE quarter;

20 Section 2: E half of SE quarter;

21 Section 11: NE quarter of NE quarter;

22 Section 12: W half of NW quarter, SE quarter of
23 NW quarter and E half of SW quarter;

24 Section 13: E half of NW quarter;

25 IN TOWNSHIP 25 N., R. 21 E., M. D. M.:

26 Section 34: W half of NE quarter and SE quarter of
27 NE quarter;

28 Section 35: SW quarter of NW quarter;

29 Section 36: W half of NW quarter, SW quarter of NE
30 quarter, SW quarter of SE quarter and E
half of SE quarter;

Also all that real property situate, lying and being
in the County of White Pine, particularly described as
follows, to-wit:

1 IN TOWNSHIP 14 N., R. 66 E., N.D.M.:

2 Section 12: S half of NE quarter, W half of SW
3 quarter, NE quarter of SW quarter, and
4 NW quarter of SE quarter;

5 Section 13: W half of NW quarter and NW quarter of
6 SW quarter;

7 Section 14: S half of SE quarter;

8 Section 23: W half of NE quarter, SE quarter of NE
9 quarter and E half of SE quarter;

10 Section 25: S half of NW quarter, W half of SW quar-
11 ter, and SE quarter of SW quarter;

12 Section 26: NE quarter of NE quarter;

13 Section 28: E half of W half;

14 IN TOWNSHIP 17 N., R. 66 E., N.D.M.:

15 Section 5: SW quarter of SE quarter;

16 Section 14: NW quarter of NE quarter;

17 IN TOWNSHIP 18 N., R. 66 E., N.D.M.:

18 Section 28: NE quarter of NW quarter;

19 IN TOWNSHIP 19 N., R. 66 E., N.D.M.:

20 Section 7: SE quarter of SW quarter;

21 Also all that certain real property situate, ly-
22 ing and being in the County of Nye, State of Nevada,
23 described as follows, to-wit:

24 IN TOWNSHIP 13 N., R. 66 E., N.D.M.:

25 Section 1: NE quarter of NW quarter, SW quarter of
26 NE quarter and W half of SE quarter;

27 Section 12: W half of E half;

28 IN TOWNSHIP 16 NORTH, R. 63 E., N.D.M.:

29 Section 23: SW quarter of NE quarter;

30 Section 28: NE quarter of NW quarter;

Also all of the right, title and interest of the grantor arising out of certain contracts with the State of Nevada, for the purchase of the following described lands to which the grantor is the beneficial owner, subject to the paramount title of the State of Nevada, and for which patent from said state may vest the title in the said grantor, upon payment to said state of the balance of the contract purchase price thereof in the sum of \$1.00 per acre, to-wit:

IN TOWNSHIP 13 N., R. 06 E., M.D.M.1

Section 13: E half of E half;

Section 24: E half of E half;

Section 35: E half of E half;

IN TOWNSHIP 11 N., R. 06 E., M.D.M.1

Section 1: W half of SW quarter;

Section 2: E half of SE quarter;

Section 11: NE quarter of NE quarter;

Section 12: NW quarter;

IN TOWNSHIP 13 N., R. 06 E., M.D.M.1

Section 25: E half of E half;

IN TOWNSHIP 14 N., R. 42 E., M.D.M.1

Section 23: W half of SE quarter;

It being the intention of the grantor to convey to the trustee and the grantor does by these presents convey to said trustee as security for the payment of the promissory notes above referred to and set forth in this instrument, according to the tenor thereof, and for the performance of all of the terms, covenants and conditions of this mortgage, all real property of whatsoever kind or nature owned by the said grantor or in which the said grantor may own any interest or title within the Counties of Elko, Eureka, White Pine and Nye in the State of Nevada, save and except those certain properties known as the Fish Creek Ranch, the Antelope Springs Ranch, Klobe Hot Spring, Faulkner Spring, and certain rights to water at a certain well known as Deep Well No. 1., which said real property has heretofore been conveyed to one Isadore Sara, and all of which said property conveyed to the said Isadore Sara is situate within the County of Eureka, State of Nevada, and is not needed for the running or operation of the said grantor's sheep; the said grantor hereby conveying for the purposes aforesaid, but without limiting said conveyance to said properties, those certain ranches situate in the said four counties above named known as and called the Bull Creek Ranch, the Porter Ranch, the Squaw Mountain Property, the Pinto Creek Place, the Spring Place and White Pine Road Ranch, the Duckwater Ranch, the Willow Creek Place, the Roberts Creek Ranch, Cottonwood Canyon, the Alpha Ranch, the Bettlemeyer Property, Henderson Creek and Vannini Creek, Frazier Canyon, Dry Creek and the Nichols Ranch.

Together with all water rights and stock grazing rights accrued or accruing to the said grantor by reason of what are known as the Nevada Stock Watering Act of 1922 and the Nevada Grazing Act of 1931.

1 TOGETHER WITH all and singular the tenements, heredi-
2 taments, and appurtenances thereunto belonging or therewith
3 had and enjoyed, and the reversion and reversions, remainder and
4 remainders, rents, issues and profits thereof.

5 TOGETHER WITH the following described personal prop-
6 erty situate in the Counties of White Pine, Elko, Ely and
7 Eureka, State of Nevada, and described as follows:

8 498 head of Hereford and Short Horn cattle and
9 14270 head of Rambouillet and Black-face cross-
10 breed sheep, all of which are more particularly
11 classified and described as follows, to-wit:

12 360 2 to 5-year old heifers;
13 135 calves;
14 11 2 to 3-year old bulls.

15 1900 2-year old breeding ewes;
16 2600 3-year old breeding ewes;
17 1800 4-year old breeding ewes;
18 2000 5-year old breeding ewes;
19 2100 old ewes;
20 3500 ewe lambs;
21 370 bucks

22 Also 127 head of horses classified and described
23 as follows, to-wit:

24 125 head of horses
25 2 stallions

26 Also all farm machinery, automotive equipment, camp
27 and pack equipment complete, including, but not limited
28 to, the following: 2 Ford trucks, 1 Deere binder, 1
29 Deere cultivator, 2 listers, 1 Champion disc, 1 Champion
30 drill, 6 Fairbanks Morse gas engines, 11 sets double
harness, 2 harrows, 3 Deere hay rakes, 3 Jenkins hay
stackers, 6 Deere hay sweeps, 6 Deere mowers, 2 Deere
gang plows, 1 Deere sulky plow, 12 saddles, 1 Case
thresher, 1 Deere gang disc, 9 wagons, 8 sheep camp
outfits, 15 horse collars, 3 complete sets blacksmith
tools, 1 hay baler, 1 set stock sales (1-10 ton Howe),
1 Martin ditcher, small tools and ranch house furnish-
ings.

Also 1200 tons of hay, 6 tons of oats and wheat, 175
sacks of potatoes, together with all feed on hand or
hereafter acquired during the life of this mortgage
or any extension or renewal thereof.

The above described cattle are branded thus: $\overline{77}$ on
left hip, and may be branded thus: $\overline{77}$ on right hip,
the latter being the recorded brand and position,
and are earmarked with under slope right and left
ears, and may be earmarked with underbit right and
left ears, the latter being the recorded earmarkings.
Said cattle may also bear wattle on right jaw, which
is a recorded marking. The above described sheep are
branded thus: 77 on back, and are earmarked with

1 swallowfork right ear, left ear full (being the recor-
2 ded brand and earmark), and upper slope right ear,
3 swallowfork left ear, and may be earmarked with
4 swallowfork left ear, over bit right ear, the latter
5 being a recorded marking. Said sheep may also be
6 branded with various other earmarkings. The above
7 described horses are branded thus: 77 on left thigh,
8 which is the recorded brand, and may also be branded
9 thus: 77 on left thigh.

10 Together with the brands and marks and the sole and
11 exclusive right to their use and transfer, said
12 cattle and horse brands and marks being recorded in
13 the office of the State Board of Stock Commissioners,
14 Reno, Nevada; said sheep brand and marks being recor-
15 ded in the offices of the County Recorders of Elko,
16 White Pine, Nye and Eureka Counties, State of Nevada.

17 During the life of this mortgage the above described
18 livestock will retain the above described brands and
19 marks and all increase therefrom will be branded and
20 marked in like manner. This mortgage includes all
21 calf, colt, lamb and wool crops, born or sheared
22 from the above described livestock during the life
23 of this mortgage or any renewal or extension thereof.

1 TOGETHER WITH all of the increase and the increase
2 thereof and additions and accretions thereto, it being the inten-
3 tion that this deed of trust shall cover all of each kind of
4 livestock above named now owned or possessed by the grantor and
5 in or to which it may acquire any right, title, or interest
6 during the life of this mortgage. In the case of sheep, all
7 wool and lamb crops (whether now born or unborn) during the
8 period of the deed of trust are included.

9 There is also included all the right, title, and in-
10 terest of the Grantor in and to all hay, grain, pasturage and
11 feed, and in and to all range and forest rights, feed pens, feed
12 troughs, and water privileges used in feeding said livestock,
13 also all horses, mules, harness, camp wagons, commissary outfits,
14 and shearing, lambing, and other equipment used in operating said
15 livestock, and in general all personal property and equipment now
16 or hereafter used in or in connection with feeding, ranging,
17 watering, lambing, shearing, maintaining, transporting, or caring
18 for said livestock, so far as such property is the lawful sub-
19 ject of chattel mortgage, until the indebtedness herein described
20 is paid in full.

21 All of said livestock may carry other brands and marks
22 than those mentioned, but in any event the above enumeration and
23 description is intended to cover and include all livestock now
24 owned by the Grantor, and their increase, and all additions
25 thereto, whether marked or branded as stated or otherwise, or
26 unbranded.

27 The said livestock during the term of this mortgage
28 will be kept only in the following county or counties and State
29 or States: Counties of White Pine, Eureka, Nye and Elko, State
30 of Nevada, and will not be removed therefrom except with the
written consent of the Beneficiaries or the Trustee.

ALSO ALL CROPS of every name, nature, and description
which have been or may be hereafter, sown, grown, planted, cul-
tivated, or harvested during the year 1942 and thereafter during
the life of the lien evidenced hereby, upon the above described
real estate.

TO HAVE AND TO HOLD the said land and premises herein-
above described, together with the appurtenances and the said
chattels and livestock hereinabove described, unto the said
trustee and to his successor or successors, and assignee or
assignees, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the equal pro-rata
benefit and security of each and every Beneficiary herein named
and/or assignee or assignees of said beneficiaries, and the
holder of each of said promissory notes secured hereby, as well
as security for the repayment of all sums of money which here-
after may become due and payable from the said grantor to each
of or either of said beneficiaries, as well as security for
the renewal or renewals of either, any, or all of said notes or
the debts evidenced thereby, and without preference as to liens
or otherwise of any or either of said promissory notes so that
each note secured by this deed of trust shall have the same right,
lien, and privilege hereunder.

The following covenants, Nos. 1; 2, ~~10%~~ 5%; 3; 4
5 1/2 per cent per annum; 5; 6; 7 10 per cent; 8; and 9 of Section

1 2 of an act entitled, "An Act relating to transfers in trust of
2 estates in real property to secure the performance of an obli-
3 gation or the payment of a debt, and to provide that certain
4 covenants, agreements, obligations, rights and remedies thereunder
5 may be adopted by reference and other matters relating thereto",
6 approved March 22, 1927, and being Sections 7710 to 7716, inclu-
7 sive, Nevada Compiled Laws, 1929, are hereby adopted and made a
8 part of this deed of trust.

9 In consideration of the premises, the said grantor
10 hereby further agrees that the word "beneficiary", as the same
11 appears in this indenture or in any covenant by reference made a
12 part hereof, shall be deemed to be plural, and that any agreement
13 or obligation, made or assumed by said Grantor, or right or re-
14 medy herein given said beneficiaries extend to and may be exer-
15 cised by either, any, or all of said beneficiaries, acting either
16 solely or collectively, jointly or severally; provided, however,
17 that said trustee herein named shall not be changed without con-
18 sent of all beneficiaries, and provided further, that the in-
19 surance required by covenant No. 2, which has been made a part
20 hereof by reference, shall be for the benefit of all beneficiar-
21 ies, and in the event of a loss, money recovered from insurance
22 shall be distributed by the said trustee in proportion to the
23 indebtedness owed said beneficiaries by said grantor, unless upon
24 default of said grantor in securing said insurance, one or more,
25 but not all of said beneficiaries secure and pay the premium for
26 the same, in which event the beneficiary or beneficiaries paying
27 the premium for the said insurance shall be first reimbursed for
28 said premium, together with interest thereon; and provided fur-
29 ther, that in the event any, but not all of said beneficiaries,
30 make any advance under any covenant herein contained or by ref-
erence made a part hereof for the payment of any obligation, tax,
or assessment, or for costs of suit which the said grantor agreed
or covenanted to pay the said beneficiary so making such advance,
say recover the same in the manner provided for in covenant No.
4, which has by reference been made a part hereof, and this trust
deed shall be and remain security for the said advance until the
repayment is made in full, together with interest at the rate of
5 per cent per annum.

Said grantor further agrees that any one or more of
said beneficiaries named herein may give notice of breach by
said grantor, and notice of election to sell in the manner pro-
vided for in Section 7710, N.C.L., 1929.

Said grantor further agrees that said trustee or his
successor in interest shall not incur any liability on account
of any act done or omitted to be done in good faith under the
provisions of this trust deed, and that he shall be fully pro-
tected in acting upon any statement, report, order, notice, re-
quest, consent, or other paper or document believed to be gen-
uine and to be signed by the proper party.

Said grantor further agrees, in consideration of the
premises, that neither the acceptance nor existence, now or here-
after, of other security for the indebtedness secured hereby nor
the release thereof shall operate as a waiver of the security
of this deed of trust, nor shall this deed of trust nor its sat-
isfaction, or a reconveyance made hereunder, operate as a waiver
of any such other security now held or hereafter acquired.

This mortgage also secures payment of any further sums,

1 together with the interest at the same rate as borne by the
2 principal obligation as may be hereafter expended by the Bene-
3 ficiaries or either or any of them, or the trustee, in searching
4 for, taking possession of, maintaining, preserving, and marketing
5 the livestock hereinabove described or any part thereof. This
6 deed of trust also secures payment for further sums and the prom-
7 issory notes evidencing the same, together with interest as shall
8 be provided for therein as may hereafter be loaned or advanced by
9 the beneficiaries, or either of them, to the grantor, provided,
10 however, that the making of any such further loans and advances
11 shall be optional with the beneficiaries and in no event shall
12 further loans and advances, together with the principal amount
13 of the above described promissory notes, exceed the aggregate
14 sum of One Hundred Thousand Dollars.

15 The Grantor further covenants and agrees to pay, in
16 lawful money of the United States, all sums expended or advanced
17 by the beneficiaries or the trustee for taxes or assessments
18 levied or assessed against the above described personal property
19 or advanced for any other purpose, provided for by the terms of
20 the trust deed or the covenants thereof, adopted by reference,
21 together with interest upon any such sum from the date of the
22 payment by the beneficiaries, or either of them, or the trustee,
23 until paid at the rate of 8 per cent per annum.

24 The grantor agrees to pay and discharge at maturity all
25 taxes and assessments, and all other charges and encumbrances
26 which are or shall hereafter be or appear to be a lien upon the
27 mortgaged property, or any part thereof, and it will pay all
28 interest or installments due on any prior encumbrances. And in
29 default thereof, the beneficiaries, or either of them, or the
30 trustee, in behalf of said beneficiaries, may, without demand or
notice, pay the same, and the beneficiaries, or either of them,
or the trustee, whichever shall pay said sums, shall be the sole
judge of the legality or validity of such taxes, assessment,
charges, or encumbrances, and the amount necessary to be paid
for the satisfaction or discharge thereof.

It is further covenanted and agreed by the said
grantor, in consideration of the premises, that in the event the
said grantor defaults in the performance of any obligation con-
tained herein or in the payment of the debt or interest thereon,
or any part thereof, or in the payment of any of the other moneys
agreed to be paid, or of the interest thereon, or if any of the
conditions or covenants in this section adopted by reference be
violated, then the said beneficiaries, or either of them, are
hereby empowered and authorized at their election, to record a
notice of such breach by said grantor and of the election by said
beneficiaries to sell or cause to be sold such above described
personal property, together with the real property herein de-
scribed, and that said notice shall be recorded in the manner
provided for in Section 7710, N.C.L. 1929, and that the said
trustee, his successors or successor, assignee or assignees, are
hereby authorized to proceed to hold the sales of any of the
property hereinabove described after the recordation of said
notice. Provided further, that in the sale of said personal
property, the said trustee may, without foreclosure, and without
legal proceedings therefore, and with the aid or assistance of
any person or persons, enter upon the premises and ranges of the
grantor, or such place or places as any of the Property subject
to the lien of this trust deeds or may be found, and take, load,
drive, or carry away the livestock hereinabove described or any

1 part thereof, and with or without notice to the said grantor
2 at either public or private sale, sell and dispose of the
3 same or so much thereof as may be necessary to pay the amount
4 and sums secured by the deed of trust for the best price obtain-
5 able. That out of the moneys arising therefrom the said trustee
6 shall retain and pay the sum or sums then due or payable under
7 the lien of the mortgage, and interest thereon, and all charges
8 and expenses incurred in gathering, forwarding, caring for, and
9 selling the property or any part thereof, and any other expenses
10 and charges incurred by the beneficiaries, or either of them, or
11 by this trustee, and all other sums secured by any of the terms
12 of this deed of trust, and any over-plus shall be paid to the
13 grantor. The trustee is expressly authorized and empowered upon
14 any such sale to make and execute such bills of sale or other
15 conveyances necessary to convey to the purchaser or purchasers
16 thereof an absolute title in the livestock so sold. It shall
17 not be necessary for the purchaser or purchasers at any such
18 sale or sales purported to be made under the powers granted here-
19 under, to inquire into or in any way be or become responsible
20 for the actual existence of the contingency or contingencies upon
21 which such sale or sales shall be made by the trustee, and the
22 title to the purchaser or purchasers of the livestock so sold
23 shall be good and sufficient; and the grantor agrees that the
24 decision of the trustee as to the actual existence of the con-
25 tingency or contingencies upon which such sale or sales as
26 aforesaid is or may be predicated shall be conclusive and binding
27 upon the said grantor.

14 Said grantor further covenants and agrees that should
15 said livestock or any part thereof at any time, in the opinion
16 of the beneficiaries, or either of them, or the trustee, require
17 care, attention, or protection other than that provided by the
18 grantor, then the said beneficiaries, or either of them, or the
19 said trustee may enter or cause entry to be made upon any prop-
20 erty where the livestock hereinabove described, or any part
21 thereof, may be found, and assume control, custody and possession
22 of the same, and at the expense of the said grantor care for,
23 protect, and attend to the same in such a manner as they may
24 deem necessary.

20 Said grantor further expressly covenants and agrees
21 that in any sale of any of the property, either real or personal,
22 herein described, at any time subject to the lien of this deed
23 of trust under the terms of the deed of trust or any of the
24 covenants adopted by reference, said property may, at the option
25 of the said beneficiaries, be sold in one lot or parcel or in
26 such other lots or parcels as may be designated by the bene-
27 ficiaries or either of them; and it is further covenanted and
28 agreed that the beneficiaries may become the purchasers of said
29 property or any part thereof at any sale under any of the terms
30 of the deed of trust.

26 Said grantor further covenants and agrees that the
27 beneficiaries, or either of them, or the trustee, shall have the
28 right at all times to inspect and examine any personal property
29 which may at any time be subject to the lien of this deed of
30 trust for the purpose of ascertaining whether or not the security
given is being lessened, diminished, depleted, or impaired. And
if such inspection or examination shall disclose in the judgment
of the beneficiaries, or either of them, or the trustee, the
security given on the property hereinabove described, either real

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or personal, as being lessened or impaired, such condition shall be deemed a breach of the covenants of this deed of trust on the part of the said grantor.

Said grantor further covenants and agrees, in consideration of the premises, that upon the violation of any covenant, condition, or agreement by said grantor to be done or performed which is set forth herein, the said beneficiaries may, at their election, proceed to foreclose this deed of trust in the same manner as they are authorized to proceed upon the violation of any covenant contained in the statutes of the State of Nevada and which have been made a part hereof by reference.

All covenants and agreements contained herein or by reference made a part hereof shall be binding upon the successors and assigns of the said Grantor, and that this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IN WITNESS WHEREOF, the said grantor has hereunto caused its corporate name to be hereunto affixed by its duly authorized officers and its corporate seal to be hereunto impressed the day and year first above written.

EUREKA LAND AND STOCK COMPANY

By Johu Larague Pres.

By William H. Hart Secy

1 State of Nevada, }
County of Elko } ss.

2
3 On this 19th day of December, 1941, personally appear-
ed before me, a Notary Public in and for said County and State,
4 John Laxague and MILTON B. BADT
known to me to be the Pres and First Secy, respective-
5 ly, of the corporation that executed the foregoing instrument
and upon oath did depose that they are the officers of said
6 corporation as above designated; that they are acquainted with
the seal of said corporation and that the seal affixed to said
7 instrument is the corporate seal of said corporation; that the
signatures of said instrument were made by officers of said
8 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.

9
10 IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year hereinabove first
written.

11
12 Orville R. Wilson
Notary Public

13 My Commission Expires: October 18, 1945

14 * * * * *

15 State of Nevada, }
16 County of Elko } ss.

17 John Laxague and MILTON B. BADT
being first duly sworn, depose and say that they are the Pres
18 and First Secy, respectively, of EUREKA LAND AND STOCK COMPANY,
a corporation, the grantor described in and which executed the
19 foregoing instrument and that they make this affidavit for and
on its behalf; that the said mortgage is made in good faith to
20 secure the amount named therein and without any intent or design
to deceive, hinder, delay or defraud the creditors of the grantor.

21
22 John Laxague
23 Milton B. Badt

24 Subscribed and sworn to before me
this 19th day of December, 1941.

25
26 Orville R. Wilson
Notary Public

27 My Commission Expires: October 18, 1945

1 State of Nevada,)
County of White Pine) ss.

2
3 D. J. Bates, being first duly sworn
upon oath, deposes and says that he is the Pres. of the
EASTERN NEVADA COMPANY, a corporation, one of the Beneficiaries
4 in the foregoing mortgage; and makes this affidavit on its behalf;
5 that the said mortgage was made and executed in good faith to
secure the amount named therein, and without any intent or design
6 to deceive, hinder, delay, or defraud the creditors of the grantor.

7
8 Subscribed and sworn to before me
this 12th day of December, 1941.

9 W. Howard Gray
10 Notary Public

11 My Commission Expires: April 5, 1942.

12 * * * * *
13 State of Nevada,)
14 County of Elko) ss.

15 D. B. Bates, being first duly sworn
upon oath, deposes and says that he is the Asst. Cashier of the
NEVADA BANK OF COMMERCE, a corporation, one of the Beneficiaries
16 in the foregoing mortgage; and makes this affidavit on its behalf;
17 that the said mortgage was made and executed in good faith to
secure the amount named therein, and without any intent or
18 design to deceive, hinder, delay, or defraud the creditors of the
grantor.

19
20
21 Subscribed and sworn to before me
this 12th day of December, 1941.

22 W. Howard Gray
23 Notary Public

24 My Commission Expires: April 8, 1942.

File No. 24293

Filed at the request of

Gray & Norton

Feb. 20 - 1942 At 1:05 P.M.

as a Chattel Mortgage

Peter Merrill

Recorder.