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3 DEED OF TRUST AND
4 CHATTEL MORTGAGE

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10 THIS DEED OF TRUST, made and entered into this 19
11 day of December, 1941, by and between EUREKA LAND AND STOCK
12 COMPANY, a corporation organized and existing under and by
13 virtue of the laws of the State of Nevada, and having its
14 principal place of business in the Town of Elko, County of
15 Elko, State of Nevada, hereinafter referred to as the Grantor,
16 and J. W. Berger, of the City of Ely, County of
17 White Pine, State of Nevada, hereinafter referred to as Trustee,
18 and the EASTERN NEVADA COMPANY, a corporation organized and
19 existing under and by virtue of the laws of the State of Nevada,
20 and having its principal place of business in the City of Ely,
21 County of White Pine, State of Nevada, and the NEVADA BANK OF
22 COMMERCE, a corporation organized and existing under and by
23 virtue of the Banking Laws of the State of Nevada, and doing
24 business in the Town of Elko; County of Elko, State of Nevada,
25 said EASTERN NEVADA COMPANY and said NEVADA BANK OF COMMERCE
being hereinafter referred to as Beneficiaries;

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29
30 PAYMENT:

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

39 \$33,000.00

40 Ely, Nevada, December 19, 1941

41 On or before one (1) year after date, for value
42 received, the EUREKA LAND AND STOCK COMPANY, through
43 its duly appointed officers, promises to pay to the
44 EASTERN NEVADA COMPANY, a corporation, or order the
45 sum of thirty-three thousand dollars (\$33,000.00),
46 with interest thereon from the date hereof until paid
47 at the rate of $\frac{6}{4}$ per cent per annum, both principal
48 and interest payable in lawful money of the United
49 States of America. Interest payable semi-annually.

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

53 Should the interest not be paid as stipulated,
54 the legal holder of this note may declare the same due
55 and proceed at once to collect both the principal and
56 interest. If this note be collected ~~by an attorney~~,
57 ~~without~~ without suit, the maker agrees to pay a reason-
58 able attorney's fee, the same to be taxed as part of
59 the costs in the case. The makers and endorser of
60 this note each expressly waive demand, notice of non-
61 payment, and protest, and suit against the maker, and
62 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 _____

6 **SEAL**

EUREKA LAND AND STOCK COMPANY

7 By John Lavague
8 Gres.
9 By Milton B. Badt

10 * * * *

11 \$15,000.00

12 Ely, Nevada, December 19, 1941

13 On or before one (1) year after date, for value
14 received, the EUREKA LAND AND STOCK COMPANY, a cor-
15 poration, through its duly appointed officers, prom-
16 ises to pay to the EASTERN NEVADA COMPANY, a corpor-
17 ation, or order the sum of Fifteen thousand Dollars
18 (\$15,000.00), with interest thereon from the date
19 hereof until paid at the rate of 6 $\frac{1}{2}$ per cent per
20 annum, both principal and interest payable in lawful
21 money of the United States. Interest payable semi-
22 annually.

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

26 Should the interest not be paid as stipulated,
27 the legal holder of this note may declare the same due
28 and proceed at once to collect both the principal and
29 interest. If this note be collected by an attorney,
30 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.

31 No. _____

32 Due _____

33 **SEAL**

EUREKA LAND AND STOCK COMPANY

34 By John Lavague
35 Gres.
36 By Milton B. Badt

37 * * * *

38 \$10,000.00

39 Ely, Nevada, December 19, 1941

40 On or before one (1) year after date, for value
41 received, the EUREKA LAND AND STOCK COMPANY, a cor-
42 poration, through its duly appointed officers, prom-
43 ises to pay to the EASTERN NEVADA COMPANY, a corpor-
44 ation, or order the sum of Ten thousand Dollars
45 (\$10,000.00), with interest thereon from the date
46 hereof until paid at the rate of 6 $\frac{1}{2}$ per cent per
47 annum, both principal and interest payable in lawful

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

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

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

No. _____
Due _____

SEAL

EUREKA LAND AND STOCK COMPANY

By John Lavaque
Tres.

By Milton B. Bodt

* * * *

\$12,000.00

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 corpora-
tion, or order the sum of Twelve thousand Dollars
(\$12,000.00), with interest thereon from the date
hereof until paid at the rate of 6 $\frac{1}{2}$ 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 endorser of
this note each expressly waive demand, notice of non-
payment, and protest, and suit against the maker, and
hereby guarantees 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 Lavaque
Tres.

By Milton B. Bodt

AND WHEREAS, the grantor is indebted to the said beneficiary, the NEVADA BANK OF COMMERCE, in the sum of Fifteen thousand Dollars (\$15,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith and made, executed, and delivered by the said grantor to the said NEVADA BANK OF COMMERCE, which note is in words and figures as follows, to-wit:

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

On or before one (1) year after date, for value received, the EUREKA LAND AND STOCK COMPANY, a corporation, through its duly appointed officers, promises to pay to the NEVADA BANK OF COMMERCE, a corporation, or order the sum of Fifteen thousand Dollars (\$15,000.00), with interest thereon from the date hereof until paid at the rate of 6 $\frac{1}{2}$ 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
NEVADA BANK OF COMMERCE, Elko, Nevada, without de-
falcation 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 reasonable 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 makers and hereby guarantee payment of this note at maturity, or at any time thereafter, and consent that time of payment may be extended without notice at or after maturity.

No. 1

BUREAU LAND AND STOCK COMPANY

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SEAL

By John Lavigne Pres.
By Milton B. Bush

NOW THEREFORE, the said grantor, for the purpose of securing the payment of said promissory notes, and each of them, and also the payment of all moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by said beneficiaries or trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said trustee all of the right, 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, parcels, or parcels of land, together with the buildings, structures, and improvements constructed or hereafter erected upon said lots, parcels and parcels of land, all of which are situated in the Counties of White Pine, Eureka, Myo and Elko, State of Nevada, and being more particularly described as follows, to-wit;

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

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

Section 19: Lots 1 and 2, S. half of NW quarter, N. half of NE quarter, and SW quarter of NE quarter;

IN TOWNSHIP 30 N., R. 56 E., N.D.M.:

Section 34: SW quarter of SW quarter;

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

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

Also all of the right, title and interest of the grantor arising out of a contract with the State of Nevada, by one Oliver Piffe for the purchase of the following described lands of 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 issue to 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 32 N., R. 57 E., N.D.M.:

Section 30: NE quarter of NE quarter, SW quarter of SE quarter, and NW quarter of SW quarter;

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

IN TOWNSHIP 21 N., R. 50 E., N.D.M.:

Section 36: SE quarter of NE quarter and NW quarter of SE quarter;

Section 38: SW quarter of NW quarter and NW quarter of SW quarter;

IN TOWNSHIP 22 N., R. 51 E., N.D.M.:

Section 8: NW quarter of SE quarter;

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

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

IN TOWNSHIP 22 N., R. 50 E., N.D.M.:

Section 24: S half of NE quarter;

1 IN TOWNSHIP 20 E., R. 04 E., N.D.M.:

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

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

5 Section 13: N half of SW quarter;

6 Section 2: S half of Lot 11;

7 Section 14: N half of SE quarter and NW quarter of
8 SW quarter;

9 Section 26: NW quarter of NE quarter;

10 Section 27: NW quarter of SE quarter;

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

13 Section 14: NE quarter of SW quarter;

14 IN TOWNSHIP 23 E., R. 02 E., N.D.M.:

15 Section 19: Lots 6 and 9;

16 IN TOWNSHIP 24 N., R. 01 E., N.D.M.:

17 Section 36: NW quarter of SE quarter;

18 IN TOWNSHIP 24 N., R. 01 E., N.D.M.:

19 Section 1: SW quarter of SE quarter;

20 Section 2: S half of SE quarter;

21 Section 11: NE quarter of NE quarter;

22 Section 12: S half of NW quarter, SE quarter of
23 NW quarter and N half of SW quarter;

24 Section 13: S half of NW quarter;

25 IN TOWNSHIP 26 N., R. 01 E., N. D. M.:

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

28 Section 35: SW quarter of NW quarter;

29 Section 36: S half of NW quarter, SE quarter of NE
30 quarter, SW quarter of SE quarter and S
 half of NE 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. 68 E., N.D.M.:

- 2 Section 12: S half of SE quarter, S half of SW
3 quarter, NE quarter of SW quarter, and
4 NW quarter of SE quarter;
5 Section 13: S half of NW quarter and NW quarter of
6 SW quarter;
7 Section 14: S half of SE quarter;
8 Section 23: S half of NE quarter, SE quarter of NW
9 quarter and S half of NE quarter;
10 Section 26: NE quarter of SE quarter;
11 Section 36: S half of S half;

12 IN TOWNSHIP 17 N., R. 68 E., N. D.M.:

- 13 Section 6: SW quarter of SE quarter;
14 Section 14: NW quarter of NE quarter;

15 IN TOWNSHIP 18 N., R. 68 E., N.D.M.:

- 16 Section 28: NE quarter of NW quarter;

17 IN TOWNSHIP 19 N., R. 68 E., N.D.M.:

- 18 Section 7: SW quarter of NW quarter;
19 Also all that certain real property situate, ly-
20 ing and being in the County of Nye, State of Nevada,
21 described as follows, to-wit;

22 IN TOWNSHIP 13 N., R. 68 E., N.D.M.:

- 23 Section 1: NE quarter of NW quarter, SW quarter of
24 NE quarter and S half of SE quarter;
25 Section 12: S half of E half;

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

- 27 Section 23: SW quarter of NE quarter;
28 Section 28: NE quarter of NW quarter;

29 Also all of the right, title and interest of the
30 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:

1 IN TOWNSHIP 13 N., R. 68 E., N.D.M.:

2 Section 13: 1/2 half of 1/2 half;

3 Section 24: 1/2 half of 1/2 half;

4 Section 35: 1/2 half of 1/2 half;

5 IN TOWNSHIP 11 N., R. 68 E., N.D.M.:

6 Section 1: 1/2 half of SE quarter;

7 Section 2: 1/2 half of SE quarter;

8 Section 11: NE quarter of NE quarter;

9 Section 12: NW quarter;

10 IN TOWNSHIP 13 N., R. 68 E., N.D.M.:

11 Section 26: 1/2 half of 1/2 half;

12 IN TOWNSHIP 14 N., R. 68 E., N.D.M.:

13 Section 25: 1/2 half of SE quarter;

14 It being the intention of the grantor to convey to
15 the trustee and the grantee does by these presents convey
16 to said trustee as security for the payment of the prom-
17 issory notes above referred to and set forth in this
18 instrument, according to the tenor thereof, and for the
19 performance of all of the terms, covenants and condi-
20 tions of this mortgage, all real property of whatsoever
21 kind or nature owned by the said grantor or in which
22 the said grantor may own any interest or title within
23 the Counties of Elko, Eureka, White Pine and Nye in
24 the State of Nevada, save and except those certain prop-
25 erties known as the Fish Creek Ranch, the Antelope Springs
26 Ranch, Kloba Hot Spring, Faulkner Spring, and certain
27 rights to water at a certain well known as Deep Well
28 No. 1., which said real property has heretofore been
29 conveyed to one Leodore Barn, and all of which said
30 property conveyed to the said Leodore Barn 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 Settlemeyer
 Property, Henderson Creek and Vannini Creek, Frazier
 Canyon, Dry Creek and the Nichols Ranch.

31 Together with all water rights and stock
32 grazing rights accrued or accruing to the said grantor
33 by reason of what are known as the Nevada Stock Watering
34 act of 1926 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, Nye and
7 Eureka, State of Nevada, and described as follows:

8 496 head of Hereford and Short Horn cattle and
9 14270 head of Ramboillet and Black-face cross-
10 bred sheep, all of which are more particularly
11 classified and described as follows, to-wit:

12 380 2 to 8-year old heifers;
13 136 calves;
14 11 2 to 8-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 3800 ewe lambs;
21 370 bucks

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

24 128 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, 8 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, 18 horse collars, 3 complete sets blacksmith
tools, 1 hay baler, 1 set stock scales (1-10 ton Howe),
1 Martin ditcher, small tools and ranch house furnishings.

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

35 The above described cattle are branded thus: 77 on
36 left hip, and may be branded thus: 77 on right hip,
37 the latter being the recorded brand and position,
38 and are earmarked with under slope right and left
39 ears, and may be earmarked with underbit right and
40 left ears, the latter being the recorded earmarkings.
41 Said cattle may also bear wattle on right jaw, which
42 is a recorded marking. The above described sheep are
43 branded thus: 77 on back, and are earmarked with

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

9
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 recorded
15 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
in or to which it may acquire any right, title, or interest
during the life of this mortgage. In the case of sheep, all
wool and lamb crops (whether now born or unborn) during the
period of the deed of trust are included.

5 There is also included all the right, title, and in-
6 terest of the Grantor in and to all hay, grain, pasture and
feed, and in and to all range and forest rights, feed pens, feed
troughs, and water privileges used in feeding said livestock,
also all horses, mules, harness, camp wagons, commissary outfit,
and shearing, lambing, and other equipment used in operating said
livestock, and in general all personal property and equipment now
or hereafter used in or in connection with feeding, ranging,
watering, lambing, shearing, maintaining, transporting, or caring
for said livestock, so far as such property is the lawful sub-
ject of chattel mortgage, until the indebtedness herein described
is paid in full.

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

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

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

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

23 Being in trust, nevertheless, for the equal pro-rata
24 benefit and security of each and every Beneficiary herein named
and/or assignee or assignee 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.

29 The following covenants, Nos. 1; 2, ~~10%~~; 3; 4
30 $\frac{5}{4}$ per cent per annum; 5; 6; 7 10 per cent; 8; and 9 of Section

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of an act entitled, "An Act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference and other matters relating thereto", approved March 29, 1927, and being Sections 7710 to 7716, inclusive, Nevada Compiled Laws, 1929, are hereby adopted and made a part of this deed of trust.

In consideration of the premises, the said grantor hereby further agrees that the word "beneficiary", as the same appears in this indenture or in any covenant by reference made a part hereof, shall be deemed to be plural, and that any agreement or obligation, made or assumed by said Grantor, or right or remedy herein given said beneficiaries extend to and may be exercised by either, any, or all of said beneficiaries, acting either solely or collectively, jointly or severally; provided, however, that said trustee herein named shall not be charged without consent of all beneficiaries, and provided further, that the insurance required by covenant No. 8, which has been made a part hereof by reference, shall be for the benefit of all beneficiaries, and in the event of a loss, money recovered from insurance shall be distributed by the said trustee in proportion to the indebtedness owed said beneficiaries by said grantor, unless upon default of said grantor in securing said insurance, one or more, but not all of said beneficiaries secure and pay the premium for the same, in which event the beneficiary or beneficiaries paying the premium for the said insurance shall be first reimbursed for said premium, together with interest thereon; and provided further, that in the event any, but not all of said beneficiaries, make any advance under any covenant herein contained or by reference 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, may 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 6 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 provided for in Section 7710, S.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 protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine 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 hereafter, 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 satisfaction, 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 instalments 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 sum, 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 recording 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 deed is or may be found, and take, lead,
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
aforesaid is or may be predicated shall be conclusive and binding
upon the said grantor.

26 Said grantor further covenants and agrees that should
27 said livestock or any part thereof at any time, in the opinion
28 of the beneficiaries, or either of them, or the trustee, require
29 care, attention, or protection other than that provided by the
30 grantor, then the said beneficiaries, or either of them, or the
31 said trustee may enter or cause entry to be made upon any prop-
32 erty where the livestock hereinabove described, or any part
33 thereof, may be found, and assume control, custody and possession
34 of the same, and at the expense of the said grantor care for,
35 protect, and attend to the same in such a manner as they may
36 deem necessary.

37 Said grantor further expressly covenants and agrees
38 that in any sale of any of the property, either real or personal,
39 herein described, at any time subject to the lien of this deed
40 of trust under the terms of the deed of trust or any of the
41 covenants adopted by reference, said property may, at the option
42 of the said beneficiaries, be sold in one lot or parcel or in
43 such other lots or parcels as may be designated by the bene-
44 ficiaries or either of them; and it is further covenanted and
45 agreed that the beneficiaries may become the purchasers of said
46 property or any part thereof at any sale under any of the terms
47 of the deed of trust.

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

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

4 Said grantor further covenants and agrees, in consider-
5 eration of the premises, that upon the violation of any covenant,
6 condition, or agreement by said grantor to be done or performed
7 which is set forth herein, the said beneficiaries may, at their
8 election, proceed to foreclose this deed of trust in the same
9 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.

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

15 IN WITNESS WHEREOF, the said grantor has hereunto
16 caused its corporate name to be hereunto affixed by its duly
17 authorized officers and its corporate seal to be hereunto im-
18 pressed the day and year first above written.

19 KUREKA LAND AND STOCK COMPANY

20 By John Prague Pres.
21 By Miner H. M. Astor

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

3 On this 19th day of December, 1941, personally appeared
4 before me, a Notary Public in and for said County and State,
John Laxague and MILTON B. BADT,
5 known to me to be the Pres and Asst Secy, respectively,
6 of the corporation that executed the foregoing instrument
and upon oath did depose that they are the officers of said
corporation as above designated; that they are 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 of 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.

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

9
10 My Commission Expires: October 18, 1945.
11
12 Osiville R. Wilson
13 Notary Public
14

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

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

21
22 Subscribed and sworn to before me
23 this 19th day of December, 1941.
24
25 John Laxague
Milton B. Badt
26

27 My Commission Expires: October 18, 1946.
28
29
30

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

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

D. B. Bates

10 Subscribed and sworn to before me
11 this 10th day of December, 1941.

12 W. Howard Gray
13 Notary Public

14 My Commission Expires: April 5, 1942.

* * * *

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

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

D. B. Bates

25 Subscribed and sworn to before me
26 this 10th day of December, 1941.

27 W. Howard Gray
28 Notary Public

29 My Commission Expires: April 5, 1942.

30

File No. 24293

Filed at the request of
Gray & Norton
Feb. 20-1942 at 1:05 P.M.
as - Chattel Mortgage

Peter J. Sciallo
Recorder.