

DEED OF TRUST AND CHATTEL MORTGAGE

THIS DEED OF TRUST, made and entered into this 31st day of December, 1943, by and between EUREKA 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 Eureka, County of Eureka, State of Nevada, hereinafter referred to as the Grantor, and H. G. LATHROP, 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 COMMERCE, a corporation organized and existing under and by virtue of the Banking Laws of the State of Nevada, and doing business in the City of Elko, County of Elko, State of Nevada, said EASTERN NEVADA COMPANY and said NEVADA BANK OF COMMERCE 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 Thirty-Six Thousand three hundred seventy-five and 25/100 (\$36,375.25) Dollars, lawful money of the United States, and has agreed to pay the same according to the terms and tenor of three (3) 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:

" \$15,000.00

Elko, Nevada, December 31, 1943.

On or before one(1) year after date, for value received, the EUREKA LAND AND STOCK COMPANY, through its duly appointed officers, promises to pay to the EASTERN NEVADA COMPANY, a corporation, or order the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, with interest thereon from the date hereof until paid at the rate of 5½ 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 defalcation 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 maker, 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.

EUREKA LAND AND STOCK COMPANY

(SEAL)

BY FERMIN ESPINAL  
Vice President.

BY MILTON B. BADT  
Assistant Secretary. "

"\$ 15,000.00

Elko, Nevada, December 31, 1943.

On or before one (1) year after date, for value received, the EUREKA LAND AND STOCK COMPANY, through its duly appointed officers, promises to pay to the EASTERN NEVADA COMPANY, a corporation, or order the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, with interest thereon from the date hereof until paid at the rate of 5½ 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 defalcation 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 maker, 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.

EUREKA LAND AND STOCK COMPANY

(SEAL)

By FERMIN ESPINAL  
Vice President.

By MILTON B. BADT  
Assistant Secretary. "

" \$ 6,375.25

Elko, Nevada, December 31, 1943.

On or before one (1) year after date, for value received, the EUREKA LAND AND STOCK COMPANY, through its duly appointed officers, promises to pay to the EASTERN NEVADA COMPANY, a corporation, or order the sum of SIX THOUSAND THREE HUNDRED SEVENTY-FIVE and 25/100 (\$6,375.25) DOLLARS, with interest thereon from the date hereof until paid at the rate of 5 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 defalcation 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 maker, 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.

EUREKA LAND AND STOCK COMPANY

(SEAL)

By FERMIN ESPINAL  
Vice President.

By MILTON B. BADT  
Assistant Secretary. "

AND WHEREAS, the grantor is indebted to the said beneficiary, the NEVADA BANK OF COMMERCE, in the sum of Forty-Five Thousand (\$45,000.00) Dollars, 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:

" \$ 45,000.00 Elko, Nevada, December 31, 1943.

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 FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS, with interest thereon from the date hereof until paid at the rate of 5½ 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 defalcation 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 maker, 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.

EUREKA LAND AND STOCK COMPANY

By FERMIN ESPINAL Vice President

(SEAL)

By MILTON B. BADT Assistant Secretary.

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, does 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, 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:

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 NORTH, RANGE 55 EAST, M. D. M.

Section 19: Lots 1 and 2, E $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{4}$ NE $\frac{1}{4}$  & SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

IN TOWNSHIP 30 NORTH, RANGE 53 EAST, M. D. M.

Section 34: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

IN TOWNSHIP 29 NORTH, RANGE 54 EAST, M. D. M.

Section 24: SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; Lot 1;

Also all of the right, title and interest of the grantor arising out of a contract with the State of Nevada, by one Oliver Riffe 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 NORTH, RANGE 57 EAST, M. D. M.

Section 30: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  & NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

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

IN TOWNSHIP 21 NORTH, RANGE 50 EAST, M. D. M.

Section 35: SE $\frac{1}{4}$ NE $\frac{1}{4}$  & NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 36: SW $\frac{1}{4}$  NW $\frac{1}{4}$  & NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

IN TOWNSHIP 22 NORTH, RANGE 51 EAST, M. D. M.

Section 8: NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 19: Lots 3 and 4, and SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 30: Lots 1, 2, 3 and 4 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;

IN TOWNSHIP 22 NORTH, RANGE 50 EAST, M. D. M.

Section 24: E $\frac{1}{2}$ NE $\frac{1}{4}$ ;

IN TOWNSHIP 20 NORTH, RANGE 54 EAST, M. D. M.

Section 13: NE $\frac{1}{4}$ SW $\frac{1}{4}$  & SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

IN TOWNSHIP 23 NORTH, RANGE 51 EAST, M. D. M.

Section 13: N $\frac{1}{2}$ SW $\frac{1}{4}$ ;

Section 2: W $\frac{1}{2}$  of Lot 11;

Section 14: N $\frac{1}{2}$ SE $\frac{1}{4}$  & NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 26: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Section 27: NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 24: NE $\frac{1}{4}$ SW $\frac{1}{4}$  & SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Section 14: NE $\frac{1}{4}$ SW $\frac{1}{4}$ ;

IN TOWNSHIP 23 NORTH, RANGE 52 EAST, M. D. M.

Section 19: Lots 5 and 9;

IN TOWNSHIP 24 NORTH, RANGE 50 EAST, M. D. M.

Section 36: NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

IN TOWNSHIP 24 NORTH, RANGE 51 EAST, M. D. M.

Section 1: SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 2: E $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Section 12: W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  & E $\frac{1}{2}$ SW $\frac{1}{4}$ ;

Section 13: E $\frac{1}{2}$ NW $\frac{1}{4}$ ;

IN TOWNSHIP 25 NORTH, RANGE 51 EAST, M. D. M.

Section 34: N $\frac{1}{2}$ NE $\frac{1}{4}$  & SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Section 35: SW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Section 36: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  & E $\frac{1}{2}$ SE $\frac{1}{4}$ ;

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

IN TOWNSHIP 14 NORTH, RANGE 56 EAST, M. D. M.

Section 12:  $S\frac{1}{2}NE\frac{1}{4}$ ,  $W\frac{1}{2}SW\frac{1}{4}$ ,  $NE\frac{1}{4}SW\frac{1}{4}$  &  $NW\frac{1}{4}SE\frac{1}{4}$ ;

Section 13:  $W\frac{1}{2}NW\frac{1}{4}$  &  $NW\frac{1}{4}SW\frac{1}{4}$ ;

Section 14:  $S\frac{1}{2}SE\frac{1}{4}$ ;

Section 23:  $N\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}NE\frac{1}{4}$  &  $E\frac{1}{2}SE\frac{1}{4}$ ;

Section 25:  $S\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}$  &  $SE\frac{1}{4}SW\frac{1}{4}$ ;

Section 26:  $NE\frac{1}{4}NE\frac{1}{4}$ ;

Section 36:  $E\frac{1}{2}W\frac{1}{2}$ ;

IN TOWNSHIP 17 NORTH, RANGE 56 EAST, M. D. M.

Section 5:  $SW\frac{1}{4}SE\frac{1}{4}$ ;

Section 14:  $NW\frac{1}{4}NE\frac{1}{4}$ ;

IN TOWNSHIP 18 NORTH, RANGE 56 EAST, M. D. M.

Section 28:  $NE\frac{1}{4}NW\frac{1}{4}$ ;

IN TOWNSHIP 18 NORTH, RANGE 55 EAST, M. D. M.

Section 7:  $SE\frac{1}{4}SW\frac{1}{4}$ ;

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

IN TOWNSHIP 13 NORTH, RANGE 56 EAST, M. D. M.

Section 1:  $NE\frac{1}{4}NW\frac{1}{4}$ ,  $SW\frac{1}{4}NE\frac{1}{4}$  &  $W\frac{1}{2}SE\frac{1}{4}$ ;

Section 12:  $W\frac{1}{2}E\frac{1}{2}$ ;

IN TOWNSHIP 15 NORTH, RANGE 53 EAST, M. D. M.

Section 23:  $SW\frac{1}{4}NE\frac{1}{4}$ ;

Section 28:  $NE\frac{1}{4}NW\frac{1}{4}$ ;

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 NORTH, RANGE 56 EAST, M. D. M.

Section 13: E $\frac{1}{2}$ E $\frac{1}{2}$ ;

Section 24: E $\frac{1}{2}$ E $\frac{1}{2}$ ;

Section 36: E $\frac{1}{2}$ E $\frac{1}{2}$ ;

IN TOWNSHIP 11 NORTH, RANGE 56 EAST, M. D. M.

Section 1: W $\frac{1}{2}$ SW $\frac{1}{4}$ ;

Section 2: E $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Section 12: NW $\frac{1}{4}$ ;

IN TOWNSHIP 13 NORTH, RANGE 56 EAST, M. D. M.

Section 25: E $\frac{1}{2}$ E $\frac{1}{2}$ ;

IN TOWNSHIP 14 NORTH, RANGE 48 EAST, M. D. M.

Section 23: W $\frac{1}{2}$ SE $\frac{1}{4}$ ;

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 Settlemeyer Property, Henderson Creek and Vannini Creek, Frazier Canyon, Dry Creek and the Nichols Ranch.

Together with all water rights, stock watering 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 1925 and the Nevada Grazing Act of 1931, and all Taylor Grazing rights and Forest Rights used or enjoyed in connection therewith.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH the following described personal property situate in the Counties of White Pine, Elko, Nye and Eureka, State of Nevada, and described as follows:

721 head, more or less, of Hereford and Shorthorn cattle, and 15,209 head, more or less, of Rambouillet and Black-face cross-breed sheep, all of which are more particularly classified and described as follows:

CATTLE

342	Cows
212	Calves
36	Weaners
15	Steers, 1 year.
16	Bulls
100	(Estimated) Unclassified, on range.

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721 Total

SHEEP

11,498	Ewes, ages 2 to 6
3,411	Ewe lambs, 1943 crop
221	Bucks, 1s, 2s, & 3s
79	Old Bucks

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15,209 Total

Also 125 horses and mules, more or less,  
1 Jack and 1 Stallion, and 60 hogs, more or less.

Also all farm machinery, automotive equipment, camp and pack equipment complete, including, but not limited to, the following: 2 Ford trucks, 1 Deere binder, 1 Deere cultivator, 2 listers, 1 Champion disc, 1 Champion drill, 6 Fairbanks Morse gas engines, 11 sets double harness, 2 harrows, 3 Deere hay rakes, 3 Jenkins hay stackers, 6 Deere hay sweeps, 5 Deere mowers, 2 Deere gang plows,

1 Deere sulky plow, 12 saddles, 1 Case thresher, 1 Deere gang disc, 9 wagons, 3 sheep camp outfits, 15 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.

Also 1200 tons of hay, more or less, 6 tons of oats and wheat, more or less, 175 sacks of potatoes, more or less, 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: 77 on left hip, and may be branded thus: 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 swallowfork right ear, left ear full (being the recorded brand and earmark), and upper slope right ear, swallowfork left ear, and may be earmarked with swallowfork left ear, over bit right ear, the latter being the recorded marking. Said sheep may also be branded with various other earmarkings. The above described horses are branded thus: 77 on left thigh, which is the recorded brand, and may also be branded thus: 77 on left thigh.

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

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

TOGETHER WITH all of the increase, and the increase thereof, and additions and accretions thereto, it being the intention that this deed of trust shall cover all of each kind of 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.

There is also included all the right, title, and interest of the Grantor in and to all hay, grain, pasturage 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 outfits, 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 subject of chattel mortgage, until the indebtedness herein described is paid in full.

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

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States: Counties of White Pine, Eureka, Nye and Elko, State 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, cultivated, or harvested during the year 1943 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 hereinabove 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 hereafter 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, reasonable; 3; 4, 5½ per cent per annum; 5; 6; 7, (insurance, reasonable); 8; and 9 of Section 2 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 changed without consent of all beneficiaries, and provided further, that the insurance required by covenant No. 2, 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 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 provided 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 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, together with the interest at the same rate as borne by the principal obligation as may be hereafter expended by the Beneficiaries or either or any of them, or the trustee, in searching for, taking possession of, maintaining, preserving, and marketing the livestock hereinabove described or any part thereof. This deed of trust also secures payment for further sums and the promissory notes evidencing the same, together with the interest as shall be provided for therein as may hereafter be loaned or advanced by the beneficiaries, or either of them, to the grantor, provided however, that the making of any such further loans and advances shall be optional with the beneficiaries and in no event shall further loans and advances, together with the principal amount of the above described promissory notes, exceed the aggregate sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS.

The Grantor further covenants and agrees to pay, in lawful money of the United States, all sums expended or advanced by the beneficiaries or the trustee for taxes or assessments levied or assessed against the above described personal property or advanced for any other purpose, provided for by the terms of

the trust deed or the covenants thereof, adopted by reference, together with interest upon any such sum from the date of the payment by the beneficiaries, or either of them, or the trustee, until paid at the rate of 8 per cent per annum.

The grantor agrees to pay and discharge at maturity all taxes and assessments, and all other charges and encumbrances which are or shall hereafter be or appear to be a lien upon the mortgaged property, or any part thereof, and it will pay all interest or installments due on any prior encumbrances. And in default thereof, the beneficiaries, or either of them, or the 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 contained 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 described, 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 therefor, 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 may be found, and take, lead, drive, or carry away the livestock hereinabove described or any part thereof, and with or without notice to the said grantor at either public or private sale, sell and dispose of the same or so much thereof as may be necessary to pay the amount and sums secured by the deed of trust for the best price obtainable. That out of the moneys arising therefrom the said trustee shall retain and pay the sum or sums then due or payable under the lien of the mortgage, and interest thereon, and all charges and expenses incurred in gathering, forwarding, caring for, and selling the property or any part thereof, and any other expenses and charges incurred by the beneficiaries, or either of them, or by this trustee, and all other sums secured by any of the terms of this deed of trust, and any over-plus shall be paid to the grantor. The trustee is expressly authorized and empowered upon any such sale to make and execute such bills of sale or other conveyances necessary to convey to the purchaser or purchasers thereof an absolute title in the livestock so sold. It shall not be necessary for the purchaser or purchasers at any such sale or sales purported to be made under the powers granted hereunder, to inquire into or in any way be or become responsible for the actual existence of the contingency or contingencies upon which such sale or sales shall be made by the trustee, and the title to the purchaser or purchasers of the livestock so sold shall be good and sufficient;



and the grantor agrees that the decision of the trustee as to the actual existence of the contingency or contingencies upon which such sale or sales as aforesaid is or may be predicated shall be conclusive and binding upon the said grantor.

Said grantor further covenants and agrees that should said livestock or any part thereof at any time in the opinion of the beneficiaries, or either of them or the trustee, require care, attention, or protection other than that provided by the grantor, then the said beneficiaries, or either of them, or the said trustee may enter or cause entry to be made upon any property where the livestock hereinabove described, or any part thereof, may be found, and assume control, custody and possession of the same, and at the expense of the said grantor care for, protect, and attend to the same in such manner as they may deem necessary.

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

Said grantor further covenants and agrees that the beneficiaries, or either of them, or the trustee, shall have the right at all times to inspect and examine any personal property which may at any time be subject to the lien of this deed of 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 or the property hereinabove described, either real 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

*Termin's Capital*

Vice President

BY

*Milton B. Badt*

Assistant Secretary

STATE OF NEVADA

COUNTY OF White Pine } ss.

On this 19 day of Jan, 1944, personally appeared before me, a Notary Public in and for said County and State, FERMIN ESPINAL, known to me to be the Vice President of the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year hereinabove first written.

[Signature]  
Notary Public

My Commission Expires: 1-6-46

STATE OF NEVADA

COUNTY OF White Pine } ss.

FERMIN ESPINAL, being first duly sworn, deposes and says; that he is the Vice President of EUREKA LAND AND STOCK COMPANY, a corporation, the grantor described in and which executed the foregoing instrument and that he makes 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.

Fermin Espinal

Subscribed and sworn to before me this 19 day of Jan, 1944.

[Signature]  
Notary Public

My Commission Expires: 1-6-46

STATE OF NEVADA

COUNTY OF WHITE PINE

} ss.

O. G. BATES, being first duly sworn upon oath, deposes and says, that he is the President of the EASTERN NEVADA COMPANY, a corporation, one of the Beneficiaries in the foregoing mortgage; and makes this affidavit on its behalf; that the said mortgage was made and executed 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.

O. G. Bates

Subscribed and sworn to before  
me this 19 day of Jan, 1944.

M. B. Badt  
Notary Public

My Commission Expires: 1-6-46

STATE OF NEVADA

COUNTY OF ELKO

} ss.

O. G. Bates, being first  
duly sworn upon oath, deposes and says, that he is the  
Pres of the NEVADA BANK OF COMMERCE,  
a corporation, one of the Beneficiaries in the foregoing  
mortgage; and makes this affidavit on its behalf; that  
the said mortgage was made and executed in good faith to  
secure the amount named therein, and without any intent  
or design to deceive, hinder, delay, or defraud the credi-  
tors of the grantor.

O. G. Bates

Subscribed and sworn to before me  
this 19 day of Jan, 1944.

M. B. Badt  
Notary Public

My Commission Expires: 1-6-46



Recorded File No. 82735

Filed File No. 82736

of being  
P. O. O.

Nevada Bank of Commerce  
on the 26 day of Jan 1944  
At 9:30 o'clock AM  
Recorded in book 5  
Real & Chattel Mortgages  
Page 290 to 298 In  
Records of said County  
Gentardo M. Villanueva

DEED OF TRUST AND CHATTEL  
MORTGAGE

EUREKA LUMBER AND STOCK  
COMPANY, a Corporation  
Mortgagor.

to

EASTERN NEVADA COMPANY,  
a Corporation, and  
NEVADA BANK OF COMMERCE,  
a Corporation,

Beneficiaries

Dated: December 31, 1943.

MILTON B. BADT  
ATTORNEY AT LAW  
ELKO, NEVADA

Duplicate  
Recorded File No. 70892  
Filed File No. 70893

Released  
5/23/1949  
Release Attached  
Peter Murialdo  
Recorder

Filed for record at request of

Edgar National Bank

February 1, 1944

at 50 min. past 9 o'clock

9 A.M. and recorded in

Book 138 Pages 48-60

Real Estate Record

of Elko County, Nevada

Richard L. Williams  
Recorder

By \_\_\_\_\_ Deputy

Fee for recording 0.13.42

Copied \_\_\_\_\_

Indexed \_\_\_\_\_ Checked \_\_\_\_\_

Compared \_\_\_\_\_

File No. 24867

Filed as a chattel mortgage at  
the request of Edgar National Bank  
Feb 10 - 1944 at 10:31 AM

Peter Murialdo  
Recorder