

DEED OF TRUST

1
2 THIS DEED OF TRUST, made and entered into this 3rd
3 day of July, 1964, by and between C. R. COCHENOUR and
4 GUY WINN, hereinafter called "Grantors," and FIRST NATIONAL BANK
5 OF NEVADA, a corporation duly organized and existing under and
6 by virtue of the laws of the State of Nevada, Trustee, and
7 ANGEL CAROL FLORIO BERVILLER, hereinafter called "Beneficiary;"
8

W I T N E S S E T H :
9

10 THAT WHEREAS, Grantors are indebted to the said
11 Beneficiary in the sum of SIXTY TWO THOUSAND, ONE HUNDRED SIXTY
12 and 50/100 DOLLARS (\$62,160.50), lawful money of the United
13 States, and have agreed to pay the same according to the tenor
14 and terms of a certain promissory note of even date herewith,
15 and made, executed and delivered by the said Grantors to the
16 said Beneficiary, which note is in the principal sum of
17 SIXTY TWO THOUSAND, ONE HUNDRED SIXTY and 50/100 DOLLARS
18 (\$62,160.50), lawful money of the United States of America,
19 together with interest thereon at the rate of six percent (6%)
20 per annum,
21

22 NOW, THEREFORE, the said Grantors, for the purpose of
23 securing the payment of the said promissory note, and the prin-
24 cipal and interest, and all other amounts therein set forth, or
25 therein provided to be paid, and also the payment of all other
26 moneys herein agreed or provided to be paid by the said Grantors,
27 or which may be paid out or advanced by the Beneficiary or
28 Trustee, whether such payments or advancements are made under
29 the provisions of this instrument or otherwise, with the interest
30 in each case, hereby grant, bargain, sell, convey and confirm
31 unto the said Trustee all the estate and interest, homestead or
32 other claim or demand, as well in law as in equity, which the

1 said Grantors now have or may hereafter acquire of, in, of to
 2 the following lots, pieces and parcels of land, improvements,
 3 and/or appurtenances, all of which are situated in the County
 4 of Eureka, State of Nevada, commonly called the HAY RANCH, and
 5 more particularly described as follows, viz.:

6
 7 Hay Ranch

8 Township 20 North, Range 52 East

9 Section 17: SW 1/4 and the SW 1/4 of the SE 1/4
 Section 18: S 1/2 of the NW 1/4, SW 1/4 of the NE 1/4
 E 1/2 of the SW 1/4 and SE 1/4
 10 Section 19: SE 1/4 of the NE 1/4
 Section 20: N 1/2 and the NW 1/4 of the SE 1/4
 11 Section 21: SE 1/4 of the NW 1/4
 Section 22: N 1/2 of the SE 1/4
 12 Section 23: W 1/2 of the SW 1/4, SE 1/4 of the SW 1/4
 SW 1/4 of the SE 1/4
 13 Section 26: NE 1/4 of the NW 1/4 and NW 1/4 of the NE 1/4

14
 15 Township 20 North, Range 53 East

16 Section 28: NW 1/4 of the NW 1/4

17 Rudabega Land:

18 Township 22 North, Range 50 East

19 Section 19: SE 1/4 of NE 1/4 and NE 1/4 of SW 1/4

20 TOGETHER with all water, water rights, dams and
 21 ditches now or heretofore used upon or in connection
 with the above described premises;

22 TOGETHER WITH all water certificates and water
 23 applications and water rights of every name, nature,
 kind and description used in connection with the above
 24 described premises, including but not limited to the
 following:

- 25 1. Railroad Springs: Nevada State Engineer's
 26 Certificate No. 1440 (issued under Application and
 Permit No. 8184).
 27 2. Trap Corral Springs: Nevada State Engineer's
 28 Certificate No. 1441 (issued under Application and
 Permit No. 8185).
 29 3. Hash Spring: Nevada State Engineer's Certi-
 30 ficate No. 1439 (issued under Application and Permit
 No. 8139).

1 4. Highway Springs; Nevada State Engineer's
 2 Certificate No. 1624 (issued under Application and
 3 Permit No. 7626), and Nevada State Engineer's Cer-
 4 tificate No. 1852 (issued under Application and
 5 Permit No. 8256).

6 5. Treasurer Well; Nevada State Engineer's
 7 Certificate No. 4039 (issued under Application and
 8 Permit No. 11188.)

9 TOGETHER WITH the following; the range and water
 10 rights heretofore used in the operation of said HAY
 11 RANCH, and which is more specifically set forth here-
 12 after: all of that range and all of those water rights
 13 lying up to the division point of the range and water
 14 rights being sold by A. C. FLORIO to BERTRAND ARAMBEL,
 15 JAMES ITHURRALDE and JOHN IROS; under that certain
 16 agreement made and entered into between the parties
 17 thereto, under date of September 20, 1949. Also that
 18 certain Spring known as Ash Spring; also that certain
 19 Spring known as Lone Wolf Spring, or better known as
 20 Sullivan Spring; also that certain Spring known as Midway
 21 Well; also what is known as Treasurer Well; and also what
 22 is known as Mint Well; also the range and water rights
 23 that go in Diamond Valley south of Sullivan Spring and
 24 northwest of Midway Well; and also all rights and interest
 25 in that well dug by A. C. FLORIO, and upon which a protest
 26 has been filed against one James Hunter. The said well
 27 under protest lying about three (3) miles from the Old
 28 Milk Ranch;

29 TOGETHER WITH all Taylor Grazing Rights appur-
 30 tenant to the above described premises;

31 TOGETHER WITH the following equipment presently
 32 on the above described premises, viz.:

	<u>Model</u>	<u>Serial No.</u>
20		
21	One Forge	
22	One Fairbanks Scale	20,000 lbs. cap. 9289D
23	One Caterpillar Diesel	
24	Engine Block #2A3317	A763 275689
25	One 6" Pump	325
26	One 4-cylinder LeRoi	
27	Engine	D140 19x5674
28	One Wards Gas Engine	
29	4 HP and 2" Centrifugal Pump	1284704
30	one 8" Universal Pump	8DH Q U-CG4102

31 TOGETHER WITH ALL AND SINGULAR, the tenements, here-
 32 ditaments and appurtenances, thereunto belonging, or therewith
 had and enjoyed, and the reversion and reversions, remainder
 and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises together with

1 the appurtenances, unto the said Trustee and to its heirs, suc-
2 cessors and assigns, for the uses and purposes therein men-
3 tioned.

4 1. THIS DEED OF TRUST shall be security for the pay-
5 ment, in lawful money of the United States, of all moneys that
6 may hereafter become due and payable from the Grantors to the
7 Beneficiary, howsoever evidenced.

8 2. The following covenants, Nos. 1; 2 (insurance)
9 actual value of buildings; 3; 4 (Interest six percent (6%) per
10 annum); 5; 6; 7 (Attorney's fee) ten percent (10%); 8 and 9
11 of N.R.S. 167.030, are hereby adopted and made a part of this
12 Deed of Trust.

13 3. Said Grantors, in consideration of the premises,
14 hereby covenant and agree, that neither the acceptance nor
15 existence, now or hereafter, of other security for the indebt-
16 edness secured hereby, nor the release thereof, shall operate
17 as a waiver of the security of this Deed of Trust, nor shall
18 this Deed of Trust nor its satisfaction nor a reconveyance
19 made thereunder operate as a waiver of any such other security
20 now held or hereafter acquired.

21 4. Grantors shall not, during the life of this Deed
22 of Trust, plow, level or bulldoze any hay fields or other cul-
23 tivated land upon the described premises without the written
24 consent of Beneficiary first had and obtained.

25 Grantors shall not, during the life of this Deed of
26 Trust, commit or suffer any waste or acts or omissions in the
27 nature of waste upon said premises.

28 Grantors agree to pay all grazing fees during the life
29 of this Deed of Trust.

30 In the event that Grantors make any alterations or
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1 improvements in or upon or to the above-described premises'
2 or any structures or buildings situate thereupon, said
3 Beneficiary shall be protected from any mechanic's liens of
4 any kind whatsoever, either for work and labor done or per-
5 formed or materials furnished, and to that end the said Grantors
6 agree to advise Trustee, Beneficiary, or both, of such intended
7 improvements or alterations requiring labor and materials in
8 order that a Notice of Non-Responsibility in accordance with
9 the requirements of the statutes of the State of Nevada may
10 be recorded in compliance with said statutory provisions.

11 Grantors further covenant and agree that no work or labor will
12 be done or performed upon said premises, nor material furnished
13 for alterations, changes or improvements, until the Notice of
14 Non-Responsibility provided for by the statutes of the State
15 of Nevada have been filed by the Beneficiary or Trustee.

16 5. If the premises, or any part thereof, be condemned
17 under any power of eminent domain, or acquired for a public
18 use, the damages, proceeds and the consideration for such
19 acquisition, to the extent of the full amount of indebtedness
20 upon this Deed of Trust and the note secured hereby remaining
21 unpaid, are hereby assigned by the Grantors to the holder of
22 the note and shall be paid forthwith to the holder to be applied
23 by them on account of the last maturing installments of such
24 indebtedness.

25 6. The lien of this instrument shall remain in full
26 force and effect during any postponement or extension of the
27 time of payment of the indebtedness or any part thereof se-
28 cured hereby to any successor in interest of the Grantors, with-
29 out discharging the Grantors from liability thereon.

30 7. It is further understood and agreed that the
31 breach of either, any, or all of the terms, conditions, or
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covenants herein set forth, whether adopted by reference or otherwise, shall be sufficient ground for the Trustee to proceed to foreclose the said Deed of Trust in accordance with the provisions of the covenants adopted by reference and provision of the Statutes of the State of Nevada as in such cases made and provided.

8. This Deed of Trust shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, these presents have been executed by said Grantors as of the date first above appearing.


C. R. Cochenour


Guy Wirth

1 STATE OF CALIFORNIA)
2 COUNTY OF Los Angeles) SS.

3 On this 3rd day of July, 1964, personally
4 appeared before me, a Notary Public in and for said County and
5 State, C. R. COCHENOUR, known to me to be the person described
6 in and who executed the foregoing instrument, who acknowledged
7 to me that he executed the same freely and voluntarily and for
8 the uses and purposes therein mentioned.

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



Ray H. Cochennour
Notary Public

13 My Commission Expires
14 My Commission Expires
September 1st 1965

16 STATE OF CALIFORNIA)
17 COUNTY OF Los Angeles) SS.

18 On this 3rd day of July, 1964, personally
19 appeared before me, a Notary Public in and for said County and
20 State, GUY WINN, known to me to be the person described in and
21 who executed the foregoing instrument, who acknowledged to me
22 that he executed the same freely and voluntarily and for the
23 uses and purposes therein mentioned.

24 IN WITNESS WHEREOF, I have hereunto set my hand and
25 affixed my official seal the day and year last above written.

Ray H. Cochennour
Notary Public

29 My Commission Expires:
30 My Commission Expires
September 1st 1965

31 FILE NO. **40130**

Filed for record at the request of First National Bank of Nevada
August 20, 1964, at 16 minutes past 3 P. M. Recorded in
Book 5 of Official Records, page 343-349, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 7.65

Walter A. DeLoach Recorder.

