

THIS DEED OF TRUST, made the 9th day of March,
1965, between JOSIAH W. BATCHELLER and HELEN JANE BATCHELLER, his
wife, both of the County of San Bernardino, State of California, herein-
after called "grantors", and PIONEER TITLE INSURANCE COMPANY OF
NEVADA, a Nevada corporation, hereinafter called "trustee", and
CLARENCE F. SCHWABAUER and MILDRED L. SCHWABAUER, his wife, both
of the County of Ravalli, State of Montana, hereinafter called
"beneficiaries",

W I T N E S S E T H :

WHEREAS, grantors are indebted to beneficiaries in the
sum of THIRTY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE and 16/100
DOLLARS (\$38,799.16), lawful money of the United States, and have
agreed and by these presents do agree to pay said beneficiaries
the same with interest thereon according to the terms of a certain
promissory note of even date herewith, executed and delivered
therefor by grantors to beneficiaries, a full, true and correct
copy of which is attached hereto, made a part hereof by reference
thereto and marked Exhibit "A".

NOW, THEREFORE, grantors, for the purpose of securing
the payment of said promissory note and principal and interest
and other amounts set forth herein, and also of all other monies
herein agreed or provided to be paid by grantors, or which may be
paid out or advanced by beneficiaries or trustee under the pro-
visions of this instrument, with interest in each case, grant unto
the trustee all that certain real property situate, lying and
being in the County of Eureka, State of Nevada, and particularly
described as follows, to wit:

TOWNSHIP 23 NORTH, RANGE 52 EAST, MOUNT DIABLO BASE AND
MERIDIAN

Section 11: Northeast quarter of Northeast quarter;
Southwest quarter of Northeast quarter

Section 12: South half of Southwest quarter
 Section 13: East half of Northwest quarter;
 Southwest quarter of Northwest quarter
 Section 24: East half; East half of West half
 Section 25: Northeast quarter; East half of
 Northwest quarter
 Section 36: North half of Northeast quarter;
 West half of Northwest quarter;
 Northeast quarter of Northwest quarter
 and an undivided one-half interest in
 and to the Southwest quarter of North-
 east quarter, Southeast quarter of
 Northwest quarter

**TOWNSHIP 23 NORTH, RANGE 53 EAST, MOUNT DIABLO BASE AND
MERIDIAN**

Section 19: Lots 1, 2, 3 and 4
 Section 30: Lots 1 and 2

Excepting therefrom an undivided half interest in all oil and gas lying in and under said lands.

TOGETHER WITH all waters, water rights, ditches and ditch rights, wells and well rights connected with, belonging to, appurtenant or incident to, or used in connection with all, or any part, of said premises, together with all stock watering rights situated either upon the public domain or private land and used in connection with this ranching operation, including but not limited to the following certificates and applications:

<u>Certificate:</u>	<u>Application:</u>	
2000	9440	Garden Spring
2001	9441	Call Spring
2002	9442	Mt. Hope Spring
2004	9552	McBride Spring
3058	11004	Grant View Well
2837	11008	Gen. McArthur Well
1238		Rye Grass Spring
	11007	Milligan Spring

And waters from Sulphur Spring, Reservoir Spring, Gravel Pit Spring, Nicholas Horse Ranch Spring, Mt. Hope No. 1 Well, Mt. Hope No. 2 Well, Mt. Hope No. 3 Well, Mt. Hope No. 4 Well, and Copper Mines Well.

Containing 1,520 acres, more or less.

Subject to existing rights of way.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders,

1 rents, issues and profits thereof.

2 This deed of trust will be and is security for payment
3 in lawful money of the United States of any and all additional or
4 future advances or loans which may be made by beneficiaries to
5 grantors, and any and all monies that may hereafter become due
6 and payable from grantors to beneficiaries, howsoever evidenced.

7 Grantors expressly covenant and agree that at all times
8 during the term hereof they will keep and maintain the above de-
9 scribed real property and the buildings and improvements located
10 thereon in a good state of repair, and further that they will not
11 make any alteration or alterations to said buildings or improve-
12 ments which would in any way reduce or impair or tend to reduce
13 or impair the value of the property transferred hereunder.

14 Grantors expressly covenant and agree to pay all recon-
15 veyance fees charged by the aforesaid trustee at the time of
16 payment of the indebtedness secured hereby.

17 The following covenants and being Covenant No. 1; Cove-
18 nant No. 2, \$ 71.50; Covenant No. 3; Covenant No. 4, 5%;
19 Covenant No. 5; Covenant No. 6; Covenant No. 7, 10%; Covenant No.
20 8 and Covenant No. 9 of Nevada Revised Statutes 107.030, are hereby
21 adopted and made a part of this deed of trust.

22 This deed of trust is executed by grantors and accepted
23 by beneficiaries as a second deed of trust upon the property herein
24 described, subject and subordinate to a first deed of trust thereon
25 dated December 31, 1964, in favor of THE FEDERAL LAND BANK OF
26 BERKELEY, a corporation, which said deed of trust is recorded in
27 the office of the County Recorder of ^{EUREKA} ~~Washoe~~ County, Nevada, in
28 Official Records
✓ Book 6 of Trust ~~Deeds~~, at Page 560-561 thereof, under File
29 ✓ No. 40681, of the official records of said ^{EUREKA} ~~Washoe~~ County,
30 Nevada.

1 This deed of trust is executed by grantors and accepted
2 by beneficiaries with the understanding and upon the express con-
3 dition that if grantors should make default in the payment of any
4 installment of principal or interest required to be made under
5 the terms and provisions of the first deed of trust herein
6 referred to or if grantors should otherwise make default in the
7 performance of any of the terms and provisions of said first deed
8 of trust, then, and in that event, or in either of said events,
9 the full amount of the indebtedness secured hereby shall forthwith
10 be and become wholly due and payable, notwithstanding the fact
11 that the same would not otherwise be due according to the terms
12 of the promissory note secured hereby.

13 This deed of trust is executed by grantors and accepted
14 by beneficiaries with the understanding and upon the express con-
15 dition that if grantors should make default in the performance by
16 them of any of the covenants and agreements herein set forth,
17 then and in that event the full amount of the principal indebtedness
18 secured hereby shall forthwith be and become wholly due and pay-
19 able, notwithstanding the fact that the same would not otherwise
20 be due according to the terms of the promissory note secured hereby.

21 Trustee is not obligated to notify any party hereto of
22 pending sale under any other deed of trust or of any action or pro-
23 ceeding in which grantors, beneficiaries or trustee shall be a
24 party unless brought by trustee.

25 IN WITNESS WHEREOF, grantors have executed these presents
26 the day and year first above written.

27
28 *Josiah W. Batcheller*
29 JOSIAH W. BATCHELLER
30

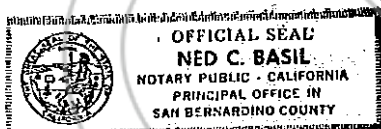
Helen Jane Batcheller
 HELEN JANE BATCHELLER

STATE OF CALIFORNIA)
COUNTY OF ~~BUTTE~~) SS.

San Bernardino

On this *7th* day of *March*, 1965, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared JOSIAH W. BATCHELLER and HELEN JANE BATCHELLER, his wife, known to me to be the persons described in and who executed the annexed instrument, who acknowledged to me that they, and each of them, executed the same 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 at my office in the County of Butte, State of California, the day and year in this certificate first above written.



Ned C. Basil
Notary Public in and for the
County of ~~Butte~~, State of California

San Bernardino 7/15

My Commission Expires:

My Commission Expires May 19, 1968

\$38,799.16

Reno, Nevada

March 9, 1965

For value received, without grace, we, or either of us, jointly and severally, promise to pay to CLARENCE F. SCHWABAUER and MILDRED L. SCHWABAUER, his wife, or order, the sum of THIRTY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE and 16/100 DOLLARS (\$38,799.16) with interest on the same at the rate of five percent (5%) per annum from date hereof until paid, both principal and interest payable only in lawful money of the United States, interest payable annually and principal payable as hereinafter set forth.

The makers hereof agree to pay to the holder or holders of this note the sum of \$3,879.92 or more annually upon the principal amount hereof, commencing with the 19th day of January, 1966, and on a like date in each year thereafter, said yearly payments of principal to be made in addition to and concurrently with the aforesaid interest payments, and said interest to be charged solely upon decreasing amounts of principal, said payments to continue until the full principal amount hereof shall have been paid.

In the event of the default of the makers hereof in the payment of any of said installment payments of principal or interest as above provided, then all sums remaining unpaid at the time of any such default shall be deemed and taken to be wholly due and payable at the option of the holder or holders of this note, but it is agreed that the acceptance of any payment by the holder or holders of this note of delinquent installments shall not constitute a waiver of direct performance as to any future installment payments.

The makers hereof waive demand, notice, protest and diligence, and the makers further promise that if this note and the interest thereon is not fully paid as above provided, they will pay all costs and expenses, including a reasonable attorney's fee, that may be incurred in collecting this note or any part thereof.

The payment of this note is secured by a deed of trust of even date herewith.

File No. 40683RECORDED AT THE REQUEST OF
Pioneer Title Ins. Co. of Nevada

March 10 A. D. 19 65

At 35 minutes past 2 P.M.

in Book 6 of OFFICIAL RECORDS

Page 566-571 Records of

EUREKA COUNTY, NEVADA

Helen J. Batcheller Recorder

Fee \$ 7.55

JOSIAH W. BATCHELLER

HELEN JANE BATCHELLER

Exhibit "A"