

HR-80

Second

Deed of Trust

This Deed of Trust, made and entered into this 12th day of July, 19. 65, by and between LABARRY and LABARRY, A Partnership

of Eureka, Eureka County, State of Nevada, hereinafter called the "Grantor", and Nevada Title Guaranty Company

Trustee, and NEVADA BANK OF COMMERCE, a banking corporation, organized and existing under and by virtue of the laws of the State of Nevada, and authorized to and doing a banking business in the State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH: THAT WHEREAS, the Grantor is indebted to the said Beneficiary in the sum of ~~Three Hundred Eighty Three Thousand Nine Hundred Ten Dollars & 28/100~~ Dollars (\$ ~~383,910.28~~), 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 Beneficiary, which note is in the principal sum of ~~Three Hundred Eighty Three Thousand Nine Hundred Ten Dollars & 28/100~~ Dollars (\$ ~~383,910.28~~), lawful money of the United States of America, together with interest thereon at the rate of ~~six & one~~ ^{half} Percent per annum, which promissory note matures on the first day of November, 19. 65

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said promissory note, and the principal and interest, and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustees, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustees all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in, or to the following described lots, pieces and parcels of land, improvements, and/or appurtenances, all of which are situated in the County of Eureka & White Pine State of Nevada, and being more particularly described as follows, to-wit:

This Deed of Trust is made as additional security in conjunction with a certain Livestock Chattel Mortgage dated June 4, 1965.

SEE ATTACHED DESCRIPTION

EUREKA COURTPARCEL ITOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 1: Lots 1, 2 and 5.

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.Section 36: SE $\frac{1}{2}$.TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B. & M.Section 1: SW $\frac{1}{2}$ SW $\frac{1}{2}$.Section 3: S $\frac{1}{2}$ SE $\frac{1}{2}$; SE $\frac{1}{2}$ SW $\frac{1}{2}$.TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 1: Lot 5.

Section 4: S $\frac{1}{2}$ NE $\frac{1}{2}$.Section 5: W $\frac{1}{2}$ SW $\frac{1}{2}$.Section 9: S $\frac{1}{2}$ NE $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$; NE $\frac{1}{2}$ SW $\frac{1}{2}$.Section 10: Lot 1 (SW $\frac{1}{2}$ NW $\frac{1}{2}$); SE $\frac{1}{2}$ NW $\frac{1}{2}$.Section 15: W $\frac{1}{2}$ SW $\frac{1}{2}$.Section 16: E $\frac{1}{2}$ SW $\frac{1}{2}$.Section 17: SE $\frac{1}{2}$ SW $\frac{1}{2}$; S $\frac{1}{2}$ SE $\frac{1}{2}$.Section 20: NE $\frac{1}{2}$ NW $\frac{1}{2}$; NW $\frac{1}{2}$ NE $\frac{1}{2}$.Section 21: NW $\frac{1}{2}$ SE $\frac{1}{2}$; E $\frac{1}{2}$ SE $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{2}$; N $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$.Section 22: NW $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{2}$.Section 23: SW $\frac{1}{2}$ NE $\frac{1}{2}$.Section 24: NW $\frac{1}{2}$ SW $\frac{1}{2}$.Section 25: NW $\frac{1}{2}$ NE $\frac{1}{2}$; N $\frac{1}{2}$ NW $\frac{1}{2}$; N $\frac{1}{2}$ SW $\frac{1}{2}$; SE $\frac{1}{2}$ SW $\frac{1}{2}$.Section 26: S $\frac{1}{2}$ NE $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$.Section 27: SW $\frac{1}{2}$ NE $\frac{1}{2}$; NE $\frac{1}{2}$ SE $\frac{1}{2}$; NW $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$.Section 28: SW $\frac{1}{2}$ SW $\frac{1}{2}$; NE $\frac{1}{2}$ NE $\frac{1}{2}$; NW $\frac{1}{2}$ SE $\frac{1}{2}$; NE $\frac{1}{2}$ SW $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ SE $\frac{1}{2}$.Section 29: SE $\frac{1}{2}$ SE $\frac{1}{2}$.Section 34: NW $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$; SW $\frac{1}{2}$ NE $\frac{1}{2}$.Section 35: NW $\frac{1}{2}$ SW $\frac{1}{2}$.TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B. & M.Section 23: N $\frac{1}{2}$ S $\frac{1}{2}$.Section 34: S $\frac{1}{2}$ SE $\frac{1}{2}$.Section 35: S $\frac{1}{2}$ SW $\frac{1}{2}$; N $\frac{1}{2}$ SE $\frac{1}{2}$.TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B. & M.Section 22: E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$, excepting oil, gas and other mineral deposits.Section 27: E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$, excepting oil, gas and other mineral deposits.

WHITE PINE COUNTYPARCEL ITOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 2: Lot 4 (NW $\frac{1}{2}$ NW $\frac{1}{2}$); SW $\frac{1}{2}$ NW $\frac{1}{2}$.
 Section 3: Lots 1 and 2 (N $\frac{1}{2}$ NE $\frac{1}{2}$); S $\frac{1}{2}$ N $\frac{1}{2}$; N $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$.
 Section 10: N $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 14: S $\frac{1}{2}$ SE $\frac{1}{2}$; SW $\frac{1}{2}$; NE $\frac{1}{2}$ SE $\frac{1}{2}$.

TOWNSHIP 21 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 27: W $\frac{1}{2}$ SW $\frac{1}{2}$.
 Section 33: SE $\frac{1}{2}$; E $\frac{1}{2}$ SW $\frac{1}{2}$; E $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 34: W $\frac{1}{2}$ W $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$; E $\frac{1}{2}$ SW $\frac{1}{2}$.

TOWNSHIP 18 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 21: NW $\frac{1}{2}$ NW $\frac{1}{2}$.

TOWNSHIP 20 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 23: SW $\frac{1}{2}$ SW $\frac{1}{2}$.

TOWNSHIP 20 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 6: SW $\frac{1}{2}$ NE $\frac{1}{2}$.

PARCEL IITOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 14: NW $\frac{1}{2}$ SE $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{2}$.
 Section 15: SE $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 23: E $\frac{1}{2}$ NW $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 27: E $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 34: N $\frac{1}{2}$ NE $\frac{1}{2}$; SE $\frac{1}{2}$ NE $\frac{1}{2}$.
 Section 35: SW $\frac{1}{2}$ NW $\frac{1}{2}$.

TOWNSHIP 18 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 11: SE $\frac{1}{2}$ SW $\frac{1}{2}$.

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.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustees and to their heirs, successors and assigns, for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security, for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1; 2 (Insurance) none; 3; 4 (Interest) 6 1/2 percent per annum; 5; 6; 7 (Attorney's Fee) none percent; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees, 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 nor a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

The word "Grantor" and the language of this instrument shall, where there is more than one "Grantor", be construed as plural, and be binding on all Grantors; and upon his or their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto signed his name the day and year first above written.

LABARRY and LABARRY, A Partnership
By: *Raymond Labarry*
Raymond Labarry

By: *Maria Teresa Labarry*
Maria Teresa Labarry

RECORDED

STATE OF NEVADA,
COUNTY OF Elko } ss.

On this 12th day of July, 19 65, personally
appeared before me, a Notary Public in and for said County and State, Raymond Labarry and
Maria Teresa Labarry

known to me to be the person^s described in and who executed the foregoing instrument; who duly acknowl-
edged to me that the y 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 the day and year last above written.

Wanda E. Leberski
Wanda E. Leberski

My commission expires:

Public **WANDA E. LEBERSKI**
Notary Public - State of Nevada
Elko County, Nevada
My commission expires Jan. 19, 1966

41049

File No. _____

RECORDED AT THE REQUEST OF
Nevada Bank of Commerce

July 16 A. D. 1965

At 45 minutes past 11 A.M.

In Book 8 of OFFICIAL RECORDS

Page 20-24 Records of

EUREKA COUNTY, NEVADA
Wanda E. Leberski Recorder

Fee \$ 4.55