

DEED OF TRUST AND CHATTEL MORTGAGE

THIS DEED OF TRUST AND CHATTEL MORTGAGE, made and entered into this 18th day of November, 1965, by and between DONALD E. MORRISON and ALBERTA J. MORRISON, husband and wife of Eureka County, Nevada, hereinafter referred to as "Grantors" and the FIRST NATIONAL BANK OF NEVADA, EUREKA BRANCH, Eureka, Nevada, hereinafter referred to as "Trustee", and BRUCE JOSSE RAND, of 710 West 11th Street, Larned, Kansas, hereinafter referred to as "Beneficiary";

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiary in the sum of FOURTEEN THOUSAND and no/100 (\$14, 000. 00) DOLLARS, lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain promissory note of even date herewith made, executed and delivered by said Grantors to the said Beneficiary, which note is in words and figures as follows, to-wit:

"\$14, 000. 00

Eureka, Nevada  
December 1, 1965

For value received, we jointly and severally promise to pay to the order of Bruce Josserand, at Eureka, Nevada, the sum of Fourteen Thousand and no/100 (\$14, 000. 00) Dollars lawful money of the United States of America, with interest on the declining balance in like money at the rate of seven per cent (7%) per annum from the date hereof, without grace, in the manner following, to-wit:

\$2, 980. 00, on or before December 1, 1966; and then on or before December 1st of each and every year thereafter \$2, 000, plus interest on the declining book balance, until the full balance is paid.

That the Grantors may make additional payments in excess of those required by the Promissory Note at any time.

If additional payments are made, they shall first be applied

to accrued interest to date of payment, and the remainder upon the principal.

In the event of default in payment of any sum of interest or principal due hereunder, according to the terms and tenor hereof, the holder or holders may at their option declare the entire amount of principal and interest due and payable.

The endorsers, sureties, guarantors and assignors severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders, to them or either of them, or the makers hereof. In the event of non-payment of this said note at maturity, or its collection by suit, we agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end bind ourselves, our heirs, executors, administrators and assigns forever. For the purpose of attachment or levy of execution, this note shall be payable wherever we may be situated, at the option of the holder or holders.

This Note is secured by a Deed of Trust and Chattel Mortgage.

/s/ Donald E. Morrison  
Donald E. Morrison

/s/ Alberta J. Morrison  
Alberta J. Morrison "

NOW, THEREFORE, the said Grantors, for the purpose of securing payment of said promissory note, and also the payment of all moneys herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by said Beneficiary or Trustee, under the provisions of this instrument, with interest, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all the right, title and interest, claim and demand, as well in equity, which the said Grantors may now have or may hereafter acquire in, of, 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 or parcels of land, all of which are situated in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Mount Diablo Meridian, Nevada,  
Township Twenty-one (21),  
North, Range Fifty-three (53),  
East,

(Cont'd) Mount Diablo Meridian, Nevada,

Section Ten (10),  
West Half ( $W\frac{1}{2}$ ),

Containing 320 acres, more or less,  
together with all improvements thereon  
situate;

**EXCEPT AND RESERVING THEREFROM:**

Three Hundred Feet (300) Square situated at the  
extreme North West (NW) Corner of the North  
West Quarter ( $NW\frac{1}{4}$ ) of Section Ten (10), Town-  
ship Twenty-one (21), Range Fifty-three (53),  
East.

TOGETHER with all other rights of every kind and  
nature, however evidenced, to the use of water, ditches  
and other accessories utilized for the irrigation and  
drainage of said premises, including the water rights  
now appurtenant to the above-described premises under  
Applications for Permit to Appropriate the Public Waters  
of the State of Nevada, bearing Serial Nos. 18859 and  
18860, now on file and of record in the Office of the State  
Engineer at Carson City, Nevada, reference to same being  
made for greater certainty and particulars.

TOGETHER with all range, ranges and range right permits now and hereto-  
fore used, claimed and enjoyed by the Grantors in connection with the here-  
inabove described lands and all other range rights of every kind, nature and  
description owned by the Grantors or in which they have any interest.

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 County of Eureka, State of Nevada, and described as follows:

65 Lengths of used Aluminum Mainline pipe in  
40 foot lengths being 2600 feet. (6 inch pipe with  
valves).

1964 John Deere Tractor, Model No. 4020, Serial  
Number 21T77235, complete with cab and all fittings.

1964 John Deere Plow, 5-16 mounted.

1964 John Deere Tandem Disk, 16 feet.

1964 John Deere Drill, B-A with fertilizer and seeder.

1964 John Deere One-way tiller, 16 feet.

1964 John Deere Harrow - 4 section with hitch.  
 1964 John Deere Blade Scraper - mounted.  
 1964 John Deere Lift Attachment.  
 1964 Brillion Grass Seeder  
     - Easy Flow Fertilizer Spreader  
     - John Deere Roller Packer, 12 feet.

The above described equipment is situate in Diamond Valley,  
 Eureka County, Nevada.

ALSO ALL CROPS of every name, nature, and description which have  
 been or may be hereafter sown, grown, planted, cultivated, or harvested  
 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 chattel hereinabove  
 described, unto the said Trustee and to its successor or successors, and  
 assignee or assignees, for the uses and purposes therein mentioned.

The following covenants, Nos. 1; 3; 5; 6; 7 (Attorney's Fees) 10%; 8  
 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of  
 Trust and Chattel Mortgage.

Said Grantors further agree that said Trustee or its successors 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 Deed of Trust and Chattel  
 Mortgage, and that it shall be fully protected in acting upon any statement,  
 report, order, notice, request, consent, or other paper or document be-  
 lieved to be genuine and to be signed by the proper parties.

Said Grantors further agree, in consideration of the premises, that  
 neither the acceptance nor existence, now or hereafter, of other security,  
 for the indebtedness secured hereby or the release thereof shall operate as  
 a waiver of the security of this Deed of Trust and Chattel Mortgage, nor shall  
 this Deed of Trust and Chattel Mortgage nor its satisfaction, or a reconvey-  
 ance made hereunder, operate as a waiver of any such other security now  
 held or hereafter acquired.

This Deed of Trust and Chattel Mortgage also secures payment of any further sums as may be hereafter expended by the Beneficiary or the Trustee in searching for, taking possession of, maintaining or preserving the chattels hereinabove described, or any part thereof. This Deed of Trust and Chattel Mortgage also secures payment for further sums and the promissory note evidencing the same, as may hereinafter be loaned or advanced by the Beneficiary to the Grantors, provided, however, that the making of any such further loans and advances shall be optional with the Beneficiary.

The Grantors further agree and covenant to pay, in lawful money of the United States, all sums expended or advanced by the Beneficiary 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 this Deed of Trust and Chattel Mortgage or the covenants hereof, adopted by reference herein.

The Grantors agree 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 Beneficiary or the Trustee, in behalf of said Beneficiary, may, without demand or notice, pay the same, and the Beneficiary or Trustee, whichever shall pay said sums, shall be the sole judge of the legality or validity of such taxes, assessments, charges, or encumbrances, and the amount necessary to be paid for the satisfaction or discharge thereof.

The Grantors shall properly keep and maintain all buildings, fences, fixtures, attachments and all other improvements on said premises in good repair and shall not commit nuisance or waste, or violate the law, or do permit or suffer any act to be done or omitted to lessen the security herein; the Grantors will further properly maintain, irrigate and harvest any

meadows, cultivate the crop areas applying the water rights to beneficial use and further maintain and use any range rights on said premises or make proper provisions for non-use of the same so that the same will not be lost by forfeiture or abandonment. In the event of Grantors failure to perform any or all of these requirements, or any requirement provided elsewhere in this Deed of Trust of Mortgage, then the Beneficiary is empowered to enter upon and take possession of said property, either personally or by receiver appointed by Court, and perform said requirement at the cost and expense of said Grantors, which cost and expense, with interest at the rate of seven per cent per annum from the date incurred, shall be deemed a part of the debt secured by this Deed and a lien on said property and shall be repayable to the Beneficiary forthwith, without notice or demand. Grantors shall, at all times, replace worn out or lost personal property, the subject of the Chattel Mortgage, all to the end of maintaining the premises and personal property in a first-class condition. Grantors shall keep the inside and outside of the premises repainted and in repair.

It is further covenanted and agreed by the said Grantors, in consideration of the premises, that in the event said Grantors default in the performance of any obligation contained herein or in the payment of the debt or interest, if any, thereon, or in the payment of any of the other securities agreed to be paid, or if any of the conditions or covenants in this section adopted by reference be violated, then the said Beneficiary is hereby empowered and authorized at his election to record a notice of such breach by said Grantors and of the election by said Beneficiary 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 by law, and that the said Trustee, its successor or successors, 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. Pro-



vided 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 Grantors, or such place or places as any of the property subject to the lien of this Deed of Trust and Chattel Mortgage is or may be found, and with or without notice to the said Grantors 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 and Chattel Mortgage 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 Deed of Trust and Chattel Mortgage, 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 Beneficiary or by the Trustee, and all other sums secured by any of the terms of this Deed of Trust and Chattel Mortgage, any over-plus shall be paid to the Grantors. 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. 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 be made by the Trustee, and the title to the Purchaser or Purchasers shall be good and sufficient; and the Grantors agree 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 <sup>be</sup> conclusive and binding upon the said Grantors.

Said Grantors further covenant and agree that in the sale of any of the property, either real or personal herein described, at any time subject to

the lien of this Deed of Trust and Chattel Mortgage under the terms of the Deed of Trust and Chattel Mortgage or any of the covenants adopted by reference, said property may, at the option of the said Beneficiary, be sold in one lot or parcel or in such other lots or parcels as may be designated by the Beneficiary, and it is further covenanted and agreed that the Beneficiary may become the Purchaser of said property or any part thereof at any sale under any of the terms of this Deed of Trust and Chattel Mortgage.

Said Grantors further covenant and agree that the Beneficiary 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 and Chattel Mortgage 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 Beneficiary and 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 and Chattel Mortgage on the part of the said Grantors.

Said Grantors further covenant and agree, in consideration of the premises, that upon the violation of any covenant, condition or agreement, by said Grantors, to be done or performed which is set forth herein, the said Beneficiary may, at his election, proceed to foreclose this Deed of Trust and Chattel Mortgage in the same manner as it is 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, heirs and assigns of the said Grantors, 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 Grantors have hereunto set their hands the day and year first above written.

Donald E. Morrison  
Donald E. Morrison

Alberta J. Morrison  
Alberta J. Morrison

STATE OF NEVADA,       )  
                                  : ss.  
COUNTY OF EUREKA.    )

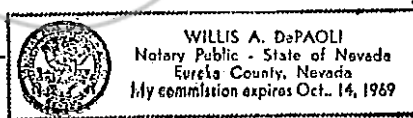
On this 18<sup>th</sup> day of November, A. D. 1965, personally appeared before me, a Notary Public in and for said County and State, DONALD E. MORRISON and ALBERTA J. MORRISON, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they each 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.

Willis A. DePaoli  
Notary Public.

My Commission Expires:

10-14-69



FILE NO. 448862

Filed for record at the request of First Title Ins. Company  
Dec. 6, 1965, at 57 minutes past 8 A.M. Recorded in  
Book 9 of Official Records, page 217-225 Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 9.15

Willis A. DePaoli, Recorder.