

DEED OF TRUST  
AND  
CHATTEL MORTGAGE

THIS DEED OF TRUST, made and entered into this 25th day of March, 1966, by and between J. H. SEWELL of Reno, County of Washoe, State of Nevada, hereinafter called the Grantor, and NEVADA TITLE GUARANTY COMPANY, Trustee, and ESTHER K. NUNNELEY and JAMES J. KAHLE, hereinafter called the Beneficiaries,

W I T N E S S E T H:

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00), lawful money of the United States of America and has agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing date of March 25, 1966, and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit A and made a part hereof.

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 Beneficiaries or Trustee, if such payments or advancements are made under the provisions of this instrument, with the interest in each case hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the Grantor now has or may hereafter acquire of, in or to that certain property located in the County of Eureka, State of Nevada

more particularly described as follows, to-wit:

All of Sec. 20, Township 21 North, Range 53 East M.D.B.&M., and

The North one-half (N½) of Sec. 29, Township 21 North, Range 53 East, M.D.B.&M.

Together with such improvements as thereupon exist, the same being fences and water wells equipped with pumps.

Together with the water rights appurtenant thereto under permit or permits issued by the Office of the State Engineer of the State of Nevada and any other appurtenances or rights and privileges appertaining thereto, and, subject to any easements or other restrictions reserved against said land by the United States of America or by any other governmental agency or other person.

TO HAVE AND TO HOLD the said property, together with the appurtenances, unto the said Trustee and to its heirs, successors and assigns, for the uses and purposes therein mentioned.

This instrument shall be deemed to be a chattel mortgage as to all personal property hereinbefore listed and shall be deemed to be a real mortgage as to the said real property.

Covenants Nos. 1, 2 - reasonable, 3 - 6½ per cent, 4, 5, 6, 8, 9, 12, 14 and 15 of NRS 106.020, are hereby adopted and made a part hereof in connection with the personal property.

The Grantor shall have the right to make replacements or substitutions for any of the items of personal property herein mortgaged, provided such substitutions or replacements are of equal value to property replaced and are unencumbered, and provided further that all such replacement or substitution shall be subject to this Chattel Mortgage and include herein as though set out in this Mortgage.

THIS DEED OF TRUST and CHATTEL MORTGAGE, shall be security for the payment, in lawful money of the United States, of all

VAUGHAN, HULL, McDANIEL & MARFISI  
ATTORNEYS AND COUNSELORS  
530 IDAHO STREET  
ELKO, NEVADA

moneys that may hereafter become due and payable from the Grantor to the Beneficiaries for any cause whatsoever, and shall be security for any and all extensions or renewals of the debt of the Grantor to the Beneficiaries, howsoever evidenced.

The following Covenants, Nos. 1, 3, 4 - 6½ per cent, 5, 6, 7 - reasonable, 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Grantor, further covenants and agrees, that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, nor the release of any of the property described or referred to in this instrument shall operate as a waiver of the security of this Deed of Trust or this Chattel Mortgage, nor shall this Deed of Trust and Chattel Mortgage nor its satisfaction or a release or reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

Grantor, further covenants and agrees, that the farming or grazing conducted upon said property will be done in a good, husbandlike manner, and in a manner not detrimental to the cultivation and farming of the premises, and that the water permitted to be used upon the premises shall either be used beneficially or appropriate extensions of time for the use of the same beneficially will be obtained from the office of the State Engineer of the State of Nevada, all to the end that said water rights or permits are not terminated, nor impaired.

Grantor, further covenants and agrees, that there shall be no priority as between the Deed of Trust and Chattel Mortgage, and beneficiaries thereunder shall be entitled to pursue any remedy provided by law or equity.

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530 IDAHO STREET  
ELKO, NEVADA

This Deed of Trust and Chattel Mortgage shall be binding upon the Grantor, his heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

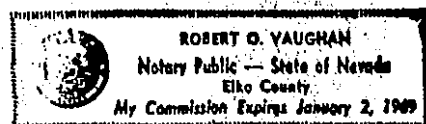
  
J. H. SEWELL

STATE OF NEVADA )  
COUNTY OF ELKO ) SS.

On this 25<sup>th</sup> day of March, 1966, personally appeared before me, a Notary Public in and for said County and State, J. H. SEWELL, known to me to be the person described in and who executed the foregoing instrument; who acknowledged to me that he 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 first above written.

  
NOTARY PUBLIC



## EXHIBIT A

PROMISSORY NOTE

\$72,000.00

March 25, 1966  
Elko, Nevada

FOR VALUE RECEIVED, I, J. H. SEWELL, the undersigned, promise to pay to the order of ESTHER K. NUNNELEY and JAMES J. KAHLE the principal sum of SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00), without interest thereon, said sum payable in lawful money of the United States of America, all payments to be delivered to the offices of Mann and Scott, 575 Court Street, Elko, Nevada, and payments to be made in the following manner:

A payment in the sum of \$5,000.00 shall be made on or before the 1st day of October, 1966; and

The balance of principal in the sum of \$67,000.00 shall be paid on or before the 10th day of January, 1967.

The maker shall have the right to pay all or any portion of this Note at any time, and shall have the further right to apply as credit against said Promissory Note, and the payments due hereunder, any sums withheld for payment or paid pursuant to the terms of paragraph 6 of that certain Contract of Sale between the payees and the maker which Contract is dated the 2nd day of March, 1966.

The maker hereby waives presentment for payment, notice of dishonor, protest and notice of protest, and of non-payment of this Note.

If any default be made in the payment of any payment or any part of any payment on the date it becomes due pursuant to this Note and such payment is not made and the default cured within thirty (30) days after notice of default is given the maker hereof in writing by the holder of this Note, then, at the option of the holder of this Note, the entire unpaid balance of this Note shall forthwith become due and payable.

Payments shall be made in the manner aforesaid to the payees jointly, and maker shall not be responsible for disbursement of said sums or the allocation thereof between the payees.

The maker further agrees to pay a reasonable attorney fee and costs of court in the event that suit is commenced for the collection of any sum due hereunder.

This Note is secured by a Deed of Trust and Chattel Mortgage bearing even date herewith.

File No. 41880RECORDED AT THE REQUEST OF  
Nevada Title Guaranty Co.

March 29 A. D. 19 66

at 08 minutes past 4 P. M.

in Book 10 of OFFICIAL RECORDS

Page 270-274 Recorder of

EUREKA COUNTY, NEVADA

Hull &amp; A. DePaoli

Recorder 6.45

Fee \$

/s/ J. H. Sewell  
J. H. SEWELLVAUGHAN, HULL, MCDANIEL & MARFISI  
ATTORNEYS AND COUNSELORS  
230 IDAHO STREET  
ELKO, NEVADA