

Return To:
Title Insurance & Trust Co.
Post Office Box 632
Elko, Nevada 89801

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 24th day of February, 1968, by and between GEORGE GUND and MARY THEO GUND, his wife, of the City of San Francisco, County of San Francisco, State of California, First Parties, hereinafter called the Grantors; TITLE INSURANCE AND TRUST COMPANY, a corporation, Second Party, hereinafter called the Trustee; and CAROLINE WALTI, a widow, and WILLIAM H. WALTI, an unmarried man, and EMIL A. WALTI, an unmarried man, of Beowawe, Nevada, Third Parties, as joint tenants with right of survivorship, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries, CAROLINE WALTI, WILLIAM H. WALTI and EMIL A. WALTI, in the sum of NINETY-EIGHT THOUSAND DOLLARS, (\$98,000.00), 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, and made, executed and delivered by said Grantors to said Beneficiaries, which note is in the words and figures as follows, to-wit:

\$98,000.00

Elko, Nevada, February 24, 1968

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of CAROLINE WALTI, WILLIAM H. WALTI and EMIL A. WALTI, as joint tenants with right of survivorship and not as tenants in common, at Elko, Nevada, or wherever payment may be demanded by the holders of this note, the sum of NINETY-EIGHT THOUSAND DOLLARS (\$98,000.00), together with interest on the declining balance to accrue at the rate of six per cent (6%) per annum from date hereof until paid, all in the manner following, to-wit:

\$9,800.00, on or before the 1st day of February, 1969, and a like sum on or before the 1st day of February of each and every year thereafter, until such time as the principal and interest have been paid in full.

Interest, as aforesaid, shall be paid at the time of the principal payments and in addition thereto.

After February 1, 1971, the Makers may, at their option, increase the amount of said principal payments, make additional payments or may pay the entire unpaid principal, with accrued interest, in full at any time. If additional payments are made, they shall be so designated in writing at the time of payment and shall be applied first to accrued interest to date thereof and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall, in all events, pay at least the annual payments of principal and interest, as aforesaid.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and non-payment.

In the event of default in the payment of any sum of principal or interest, or both, 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.

In case of the default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Deed of Trust of even date herewith.

GEORGE GUND *George Gund*
GEORGE GUND
Mary Theo Gund
MARY THEO GUND

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the Counties of Eureka and Lander, State of Nevada, and being more particularly described as follows, to-wit:

TOWNSHIP 23 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 3: SE $\frac{1}{4}$ NW $\frac{1}{4}$;
 4: Lots 3 and 4
 5: Lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$;
 E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 8: E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$;
 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 17: E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$;
 19: E $\frac{1}{2}$ SE $\frac{1}{4}$;
 20: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$;

TOWNSHIP 24 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 29: SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 32: All but NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 33: NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$;

TOGETHER WITH all right, title and interest in and to the unpatented mining claims evidenced by Location Certificates on file in Book 18, Pages 321 through 325, Records, Elko County Recorder's Office, Elko, Nevada.

SUBJECT TO the reservation in the Beneficiaries, their heirs and assigns, for a period of thirty (30) years and as long thereafter as production shall continue from any parcels (and only as to such parcels) of one half of the oil and mineral rights including rights in any steam or waters which are developed by or through Grantors or with their consent for purposes of extracting minerals or thermal power. However, the real property described in those Claim Location Certificates on file in Book 18, Pages 321 through 325 of Official Records of Eureka County, Nevada, shall not be subject to the aforesaid reservation.

TOGETHER WITH all waters, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs and all other means of the diversion or use of waters appurtenant to the said property or any part thereof, or used or enjoyed in connection therewith, and together with all stockwatering rights used or enjoyed in connection with the use of any of said lands, and together with all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock on the public domain under what is known as the Taylor Grazing Act, owned by the Beneficiaries, or used or enjoyed in connection with any of said property.

TOGETHER WITH all improvements of every nature, kind and description situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 Trustee, and to its successors and assigns, for the uses and purposes therein mentioned.

The following covenants, Nos. 1, 2 (\$ _____), 3, 4 (6%), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, as may hereafter be loaned or advanced by Beneficiaries to the Grantors.

Said Grantors, in consideration of the premises, hereby covenant and agree 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 Beneficiaries are possessed of their rights and interests herein as joint tenants with right of survivorship

