

DEED OF TRUST

THIS DEED OF TRUST, MADE this 30th day of January,
1968, by and between GEORGE L. WRIGHT and LAURA P. WRIGHT, his
wife, of P. O. Box 583, Beowawe, Eureka County, Nevada,

as Grantor, and NEVADA BANK OF COMMERCE, Elko Branch, Elko, Nevada,

as Trustee, and WILLIAM B. ROSE and HARVEY J. COLBURN, as tenants
in common in equal shares,

as Beneficiary. (It is distinctly understood that the words "Grantor"
and "Beneficiary" and the word "His" referring to the Grantor or
Beneficiary, as herein used, are intended to and do include the
masculine, feminine and neuter genders and the singular and plural
numbers, as indicated by the context).

W I T N E S S E T H:

That said Grantor hereby grants, conveys and confirms
unto said Trustee in trust with power of sale, the property des-
cribed on Exhibit "A" attached hereto which is made a part hereof
as though here fully set out.

TOGETHER with all and singular the tenements, here-
ditaments and appurtenances thereunto belonging or in
anywise appertaining, and the reversion and reversions,
remainder and remainders, rents, issues and profits
thereof, and also all the estate, right, title and
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 the said premises
or any part thereof, with the appurtenances.

There is assigned to the Trustee as security all rents,
issues and profits present and future, but which assignment Trustee
agrees not to enforce so long as Grantor is not in default in the
payment of any sum or performance of any act to be made or performed

hereunder, but in the event of default Grantor hereby gives to and confers upon Beneficiary the right, power and authority to collect rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trust hereinafter expressed, namely:

As security for the payment of (a) a promissory note executed and delivered by the Grantor to the Beneficiary dated January 30th, 1968, in the principal sum of \$ 121,630.00, together with the interest, expenses, counsel fees and all other sums payable according to the terms of the promissory note; (b) such additional amounts as may be hereafter loaned by the Beneficiary or the holder hereof to the Grantor, or any of them, or any successor in interest of the Grantor, with interest and other sums payable pursuant to such loan.

Grantor grants to Beneficiary the right to record notice that this Deed of Trust is security for such additional loans and advances made pursuant thereto and for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantor promises to properly care for and keep the property herein described and all buildings, improvements, fences, corrals, stock watering facilities, and all other structures and fixtures thereon in at least its present condition, order and repair subject to reasonable wear and tear and replacement, substitution or

improvement as herein provided; not to remove or demolish any buildings, fences, corrals, watering troughs, windmills or other improvements situate thereon unless the same is replaced, improved or substituted therefor by a like item of at least equal value and use; and otherwise to protect and preserve, and properly maintain, the said premises and the improvements thereon and not to commit or permit any waste on said premises. Grantor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner; properly utilize all water rights appurtenant to or used in connection with the premises and all stockwaters, and to maintain in proper repair and useful condition all dams, ditches, diversions, wells, pumping and sprinkling equipment, stockwatering equipment and facilities, and all other water utilization facilities; to make proper annual application and to timely pay all necessary fees for the use or non-use of the rights, privileges, permits or preferences to graze livestock upon public lands or national forests and to commit no act of trespass upon public lands or in connection with the grazing privileges or preferences on which are based upon all or any portion of the lands described in this Deed of Trust, and to do all things reasonably necessary or adviseable to prevent the loss of, damage to reduction in or prejudice of any water rights and grazing rights, privileges or preferences attached to or now used in connection with the premises described in this Deed of Trust.

SECOND: The following covenants, Nos. 1, 2 (\$4,500.00 amount of insurance; 3, 4 (interest 5% per annum); 5; 6; 7 - reasonable and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law or equity and all rights or remedies granted hereunder or permitted by law or equity shall be concurrent and cumulative.

FOURTH: Grantor further agrees that the beneficiary may from time to time for and on behalf of the Grantor renew or extend any promissory note and debts secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the Beneficiary in behalf of the Grantor, or when a notice of such renewal or extension is recorded in the County where the premises herein described are located.

FIFTH: All the provisions of this instrument, shall inure to, apply to, and bind the heirs, executors, administrators, successors and assigns of each party hereto respectively as the context permits.

SIXTH: It is agreed that if default be made in the payment of any principal or interest on the note or debt this Deed of Trust secures, or in the payment of any other moneys herein agreed or provided to be paid by the Grantor, or the interest thereon, or in the performance of any of the covenants or agreements herein contained and such default is not cured within the time and in the manner specified in Chapter 107, Title 9 of Nevada Revised Statutes, then at the option of the holder or holders of this Deed of Trust and the Note or Notes it secures, the whole of the principal debt hereby secured shall forthwith become due and payable, and may be collected by suit, foreclosure or by proceedings hereunder.

SEVENTH: This Deed of Trust is made on the express condition that if there is default in the payment of either the principal or interest of any debt secured by any mortgage or Deed of Trust prior hereto, or in the performance of any of the conditions or covenants of any prior mortgage or Deed of Trust and such default

is not cured pursuant to the terms of such instrument, then, and in such event, the whole principal and interest of the debt or debts secured by this Deed of Trust shall, at the option of the holder of this Deed of Trust and the Note it secures, become immediately due and payable, and may be collected by suit, foreclosure or by proceedings hereunder.

EIGHTH: The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

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

George L. Wright
GEORGE L. WRIGHT
Laura P. Wright
LAURA P. WRIGHT

ADDRESS OF GRANTOR
P. O. Box 583
Beowawe, Nevada
STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

ON January 30th, 1968, personally appeared before me, a Notary Public, GEORGE L. WRIGHT and LAURA P. WRIGHT, his wife, who acknowledged that they executed the above instrument.

Jack E. Hull
NOTARY PUBLIC

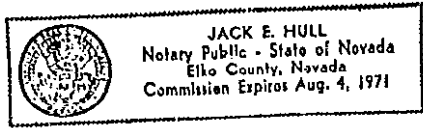


EXHIBIT A

TOWNSHIP 31 NORTH, RANGE 50 EAST, M.D.B. & M.

- Section 8: S $\frac{1}{2}$ of SW $\frac{1}{4}$; S $\frac{1}{2}$ of SE $\frac{1}{4}$
- Section 9: SW $\frac{1}{4}$
- Section 10: S $\frac{1}{2}$ of NW $\frac{1}{4}$
- Section 16: W $\frac{1}{2}$ of NW $\frac{1}{4}$
- Section 17: N $\frac{1}{2}$; Lots 1 and 2 of SE $\frac{1}{4}$

TOWNSHIP 31 NORTH, RANGE 48 EAST, M.D.B. & M.

- Section 36: E $\frac{1}{2}$ of NW $\frac{1}{4}$

TOWNSHIP 31 NORTH, RANGE 50 EAST, M.D.B. & M.

- Section 7: That portion of Lot 3 Southerly of a line parallel with and 200 feet distant Southerly of the center line of the Central Pacific Railway Company's Railroad as now constructed; Lot 4: SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ Southerly of a line parallel with and 200 feet distant Southerly of the center line of the Central Pacific Railway Company's Railroad as now constructed.
- Section 9: That portion of the E $\frac{1}{2}$ Southeasterly of a line parallel with and 200 feet distant Southeasterly of a center line of the Central Pacific Railway Company's Railroad as now constructed.
- Section 11: That portion Southwesterly of a line parallel with and 200 feet distant Southwesterly of the center line of the Central Pacific Railway Company's Railroad as now constructed.
- Section 15: All
- Section 17: Lots 3, 4, 5, 6, 7 and 8.
- Section 21: All
- Section 27: W $\frac{1}{2}$

Together with all rights, privileges, licenses and permits to graze and trail livestock upon the public domain based upon or appurtenant to the above-described lands, or any portion thereof, and together with all range improvements on the public domain now in existence or now being constructed thereon, the Grantees hereby assuming and agreeing to pay Grantors' share, if any, of any such range improvements.

Together with all waters, water rights, domestic water rights, stockwatering rights, wells, springs and all other waters and water rights appurtenant to or used in connection with the said property and including all dams, ditches, diversions, reservoirs and all rights-of-way, easements and licenses used to convey any of such water and to drain any or all of such lands and all waters, springs, wells and water rights, if any, of Grantors on the public domain, in the grazing area used in connection with this ranch.

Together with all buildings, fences and improvements of Grantors thereon.

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.

RECORDED AT THE REQUEST OF
Vaughan, Hull, McDaniel & Marfisi
on June 10, 19 68
at 02 mins. past 8 A. M.
in Book 24 of OFFICIAL
RECORDS, page 286-292, RECORDS
OF ELDERA COUNTY, NEVADA.
Malvin C. Allford
Recorder
File No. 47041 Fee \$ 9.00

