

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 28<sup>th</sup> day of April, 1969, by and between MELVIN R. JONES and RACHEL S. JONES, his wife, of the Town of Carlin, County of Elko, State of Nevada, First Parties, hereinafter called the Grantors; NEVADA TITLE GUARANTY COMPANY, a corporation, Second Party, hereinafter called the Trustee; and ALLEN T. GRIFFIN, ROWENNA WALKER, MARGUERITE McBRIDE, and RUTH GRIFFIN, all of the Town of Carlin, County of Elko, State of Nevada, Third Parties, 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, ALLEN T. GRIFFIN, ROWENNA WALKER, MARGUERITE McBRIDE, and RUTH GRIFFIN, in the sum of ONE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$132,830.00), 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:

\$132,830.00

Elko, Nevada, January 1, 1969.

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of ALLEN T. GRIFFIN, ROWENNA WALKER, MARGUERITE McBRIDE and RUTH GRIFFIN (the division between the Payees is not equal, but is a matter among said Payees, and Payors are not responsible for such division), at Elko, Nevada, or wherever payment may be demanded by the holders of this note, the sum of ONE HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$132,830.00), 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:

\$8,500.00, on January 1, 1970;

\$7,969.80, being accrued interest, on January 1, 1970;

\$22,275.00, on or before January 1, 1971, and a like sum on or before the 1st day of January of each year thereafter until the entire principal, with accrued interest, has been paid in full. Said annual payments shall be applied first to accrued interest to date and the remainder upon the principal.

The Makers may, at their option, make additional and further payments on account of said principal, or may pay the entire unpaid principal, with accrued interest, in full at any time. Said additional payments, if any, shall be so identified in writing, and shall be applied first to accrued interest to date of payment 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 aforesaid sums.

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 a Deed of Trust on certain real property situate in the Counties of Elko and Eureka, and by a Deed of Trust on certain real property situate in the County of Douglas, all in the State of Nevada.

MELVIN R. JONES  
MELVIN R. JONES

RACHEL S. JONES  
RACHEL S. JONES

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 Elko and Eureka, State of Nevada, and being more particularly described as follows, to-wit:

(Description commences on Page 4 hereof.)



DESCRIPTION

All those certain lots, pieces or parcels of land situate in the Counties of Elko and Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 32 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 4: SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; Lot 11

TOWNSHIP 32 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 8: E $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING therefrom a strip of land 100 feet in width conveyed by GEORGE McINTOSH to WESTERN PACIFIC RAILWAY COMPANY by deed recorded June 25, 1906, in Book 29 of Deeds at page 100, Elko County, Nevada, records.

Section 10: SW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 14: SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 17: ALL, excepting therefrom, a strip of land 400 feet in width as reserved by CENTRAL PACIFIC RAILWAY COMPANY in Deeds to THOMAS GRIFFIN recorded in Book 23 of Deeds at page 756 and Book 38 of Deeds at page 7, Elko County, Nevada, records, and Book 18 of Deeds at page 367, Eureka County, Nevada, records,

FURTHER EXCEPTING therefrom a strip of land 100 feet in width conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 29 of Deeds at page 98, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 200 feet in width conveyed to WESTERN PACIFIC RAILWAY COMPANY by CENTRAL PACIFIC RAILWAY COMPANY in Deed recorded in Book 31 of Deeds at page 71, Elko County, Nevada, records and Book 16 of Deeds, page 108, Eureka County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 50 feet in width conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 31 of Deeds at page 401, Elko County, Nevada, records,

Section 20: W $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING therefrom a strip of land 400 feet in width over the W $\frac{1}{2}$ NW $\frac{1}{4}$  of said section conveyed by THOMAS GRIFFIN et ux, to CENTRAL PACIFIC RAILWAY COMPANY by deed recorded in Book 27 of Deeds at page 365, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 100 feet in width

conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY, recorded in Book 29 of Deeds at page 98, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom three strips of land 50 feet in width conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 31 of Deeds at page 401, Elko County, Nevada, records.

Section 24:  $SW\frac{1}{4}SW\frac{1}{4}$

TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 25:  $S\frac{1}{2}N\frac{1}{2}$ ;  $N\frac{1}{2}SW\frac{1}{4}$

EXCEPTING therefrom a strip of land 100 feet in width lying within the  $S\frac{1}{2}NE\frac{1}{4}$  of said Section 25, conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 29 of Deeds at page 98, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 200 feet in width lying within the  $S\frac{1}{2}NW\frac{1}{4}$  of said Section 25, conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 31 of Deeds at page 401, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 225 feet in width in the  $S\frac{1}{2}NW\frac{1}{4}$  of said Section 25, bounded on the Southerly side by the Northerly right of way line of the WESTERN PACIFIC RAILWAY COMPANY; bounded on the Northerly side by a line drawn parallel to said Northerly right of way line and 225 feet distant measured at right angles northerly therefrom; bounded on the west end by the west line of said Section 25 and bounded on the east end by a line drawn at right angles to said northerly right of way line and 1000 feet easterly from said west line of said Section 25 measured on the centerline of said strip together with a strip of land 80 feet in width extending northerly from the northerly boundary line of the parcel described above to the lands of Central Pacific Railway Company, as conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY recorded in Book 33 of Deeds at page 117, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom two parcels of land lying within the  $S\frac{1}{2}NW\frac{1}{4}$  of said Section 25 conveyed by THOMAS GRIFFIN to CENTRAL PACIFIC RAILWAY COMPANY recorded in Book 41 of Deeds at page 295, said deed stating that the two parcels contain 2.759 acres.



TOWNSHIP 33 NORTH, RANGE 52 EAST, M.D.B.&M. (cont)

Section 26: That portion of the SE $\frac{1}{4}$  and S $\frac{1}{4}$ SW $\frac{1}{4}$  lying southerly of the southerly boundary line of those parcels conveyed to the WESTERN PACIFIC RAILWAY COMPANY by THOMAS GRIFFIN, et ux, by deed recorded in Book 31 of Deeds at page 401; by WILLIAM GRIFFIN recorded in Book 31 of Deeds at page 458, and southerly of the southerly boundary line of the parcel conveyed by THOMAS GRIFFIN to J. W. PUETT by deed recorded in Book 28 of Deeds at page 459 all Elko County, Nevada, records.

EXCEPTING therefrom those three parcels of land lying in the S $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 26 conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILROAD COMPANY by deeds recorded in Book 40 of Deeds at page 238 and in Book 44 of Deeds at page 233, all Elko County, Nevada, records.

Section 27: That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying southerly of that parcel conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY recorded in Book 31 of Deeds at page 401, Elko County, Nevada, records.

EXCEPTING therefrom those two parcels conveyed to the CENTRAL PACIFIC RAILWAY COMPANY by Deeds recorded in Book 35 of Deeds at page 278 and Book 47 of Deeds at page 345, Elko County, Nevada, records, which deeds state that the two parcels contain 1.092 acres.

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 20: S $\frac{1}{2}$ S $\frac{1}{2}$

EXCEPTING therefrom a strip of land of varying widths conveyed by THOMAS GRIFFIN, et ux, to CENTRAL PACIFIC RAILWAY COMPANY recorded in Book 27 of Deeds at page 365, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land of varying width conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY by deed recorded in Book 29 of Deeds at page 98, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom that parcel, along with all abutters rights, including access rights, conveyed by ALLEN T. GRIFFIN, et al, to STATE OF NEVADA recorded in Book 69 of Official Records at page 527, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 20 along with all abutters rights, including access rights, conveyed by ALLEN T. GRIFFIN, recorded in Book 69 of Official Records, page 530, Elko County, Nevada.

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B. & M. (cont)Section 28: N $\frac{1}{2}$ NW $\frac{1}{4}$ 

EXCEPTING therefrom a strip of land 400 feet in width conveyed by THOMAS GRIFFIN, et ux, to CENTRAL PACIFIC RAILWAY COMPANY recorded in Book 27 of Deeds at page 365, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom a strip of land 200 feet in width conveyed by THOMAS GRIFFIN, et ux, to WESTERN PACIFIC RAILWAY COMPANY recorded in Book 29 of Deeds at page 98, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom all that portion lying northeasterly of the Northerly boundary line of the CENTRAL PACIFIC RAILWAY COMPANY as conveyed by THOMAS GRIFFIN, et ux, to THE PACIFIC FRUIT EXPRESS COMPANY recorded in Book 31 of Deeds at page 615, Elko County, Nevada, records.

## Section 29: All

EXCEPTING therefrom a strip of land 400 feet in width as reserved in Deed executed by CENTRAL PACIFIC RAILWAY COMPANY to THOMAS GRIFFIN, recorded in Book 38 of Deeds at page 7, Elko County, Nevada, records.

FURTHER EXCEPTING therefrom that strip of land lying in the N $\frac{1}{2}$  of Section 29 conveyed by CENTRAL PACIFIC RAILWAY COMPANY to WESTERN PACIFIC RAILWAY COMPANY recorded in Book 31 of Deeds at page 71, Elko County, Nevada, records.

Section 30: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ); Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ); SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$

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TOGETHER WITH all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs and all other means for 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 Grantors or used or enjoyed in connection with any of said property.

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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 (\$ None), 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.

Said Grantors hereby covenant and agree that they will operate the ranch premises according to dictates of good husbandry, as defined by ranch practice in the area in which the ranch is located, and will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and that they will apply for and use the grazing rights annually, or, if not used, they will apply for proper non-use, all to the end that the same will not be terminated by the Bureau of Land Management.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Melvin R. Jones  
MELVIN R. JONES


Rachel S. Jones  
RACHEL S. JONES



STATE OF NEVADA,  
COUNTY OF ELKO, } SS.

On April 24, 1969, personally appeared before me,  
a Notary Public, MELVIN R. JONES and RACHEL S. JONES, his wife,  
who acknowledged that they executed the above instrument.

Melvin R. Jones  
NOTARY PUBLIC.

 ORVILLE R. WILSON  
NOTARY PUBLIC STATE OF NEVADA  
ELKO COUNTY, NEVADA  
COMMISSION EXPIRES OCT. 18, 1969

STATE OF NEVADA, }  
COUNTY OF ELKO. } SS.

I, ESTHER N. SKELTON County Recorder in and for Elko County, do  
hereby certify that I have compared the foregoing with the original record thereof as the same appears in my  
office under File Number 42773 and recorded in Volume 109 of Official Records  
Page 79 and that the foregoing document is a full, true and correct transcript, therefrom, and of the  
whole of such original record.

WITNESS my hand and official seal hereunto set this 29th day of April  
A.D. 1969.



Esther N. Skelton  
County Recorder

By \_\_\_\_\_ Deputy Recorder

*File No. 42773*  
FILED FOR RECORD  
AT REQUEST OF  
*Nevada Title Guaranty Co.*  
APR 29 1 25 PM '69  
RECORDED BOOK 109 PAGE 79  
ESTHER N. SKELTON  
ELKO COUNTY RECORDER  
*Fee \$11.00*

RECORDED AT THE REQUEST OF Nevada Title Guaranty Co.  
on April 29, 1969, at 28 mins. past 4 P. M.  
Book 28 of OFFICIAL RECORDS, page 548-556, RECORDS OF  
EUREKA COUNTY, NEVADA. Melvin R. Jones Recorder.  
File No. 49101 Fee \$11.00