

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this  
11th day of FEBRUARY, 1970, by and between GEORGE  
L. WRIGHT and LAURA P. WRIGHT, his wife, of Eureka County,  
Nevada, hereinafter called Trustors; and NEVADA TITLE  
GUARANTY COMPANY, a Nevada Corporation, Trustee; and  
ED FRIESEN and ELSIE FRIESEN, his wife, of San Jose,  
California, hereinafter called Beneficiaries:

W I T N E S S E T H:

WHEREAS, the Trustors are indebted to the Bene-  
ficiaries in the sum of SEVENTY THOUSAND DOLLARS, (\$70,000.00),  
lawful, current money of the United States of America, together  
with interest thereon at the rate of 9% per annum in said law-  
ful money of the United States of America, 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 the said Trustors to the said Beneficiaries.

NOW, THEREFORE, the said Trustors, for the purpose  
of securing the payment of said 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 monies  
herein agreed or provided to be paid by the said Trustors, or  
which may be paid out or advanced by the said Beneficiaries  
or the Trustee under the provisions of this instrument, with  
interest, and further, in consideration of the sum of ONE  
DOLLAR, (\$1.00), lawful money of the United States of America,  
in hand paid by the Trustee, the receipt whereof is hereby  
acknowledged, have granted, bargained and sold, and by these

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

34 295  
BOOK PAGE

presents do hereby grant, bargain and sell unto the said Trustee and to its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

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  $SE\frac{1}{4}$   
9:  $SW\frac{1}{4}$   
10:  $S\frac{1}{2}$  of  $NW\frac{1}{4}$   
16:  $W\frac{1}{2}$  of  $NW\frac{1}{4}$   
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

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

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 Trustors hereby assuming and agreeing to pay Beneficiaries' share, if any, of any such range improvements. The parties shall execute and deliver to the Bureau of Land Management any necessary transfers to effect transfer of these grazing rights and 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 Beneficiaries on the public domain, in the grazing area used in connection with this ranch.

Together with all buildings, fences and improvements situate thereon.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to all easements, rights-of-way, licenses, reservations, exceptions and restrictions affecting said property, or any portion thereof; subject to the encumbrances to Connecticut Mutual Life Insurance Company and to Magnuson Ranch.

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

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the holder or holders of said Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustors to said Beneficiaries, as well as security for the renewal or renewals

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

-3-

BOOK 34 PAGE 297



of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$70,000.00); Three; Four, (9%); Five; Six; Seven, (a reasonable amount); Eight and Nine of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear; to care for, protect and repair all buildings and improvements situate, or to be constructed at or thereon; to properly maintain, irrigate and harvest any meadow, cultivate the crop areas, applying the water rights to beneficial use so that the same shall not be lost by abandonment or adverse use; not to remove or demolish any buildings or other improvements situate thereon; and to otherwise protect and preserve the said premises and improvements thereon; and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by the Beneficiaries, or their heirs, executors, administrators or assigns, to the Trustors, or any successors in interest of the Trustors, and any present or future demands of any kind or nature which the Beneficiaries, or their heirs, executors, administrators or assigns may have against the Trustors, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

-4-

BOOK 34 PAGE 298

instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise and agreement herein, or in said Note or Notes contained.

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

Said Trustors, in consideration of the premises do hereby covenant and agree that neither the acceptance nor the 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 hereunder, operate as a waiver of any such other security now held or hereafter acquired.

The Trustors warrant that this is a Third Deed of Trust; that there is a First Deed of Trust against the subject property to Connecticut Mutual upon which there is due an approximate balance of \$ 8,600.00 ; and a Second Deed of Trust in favor of WILLIAM B. ROSE and HARVEY J. COLBURN securing an indebtedness of \$ 121,630.00 , upon which there is a present balance of \$ 35,032.09 . The Trustors agree that the existing balances on the Notes secured by the First and Second Deeds of Trust will not be increased until the Note secured by this Deed of Trust has been paid in full. In the event the Trustors should borrow additional sums which would be secured by the First and Second Deeds of Trust, the entire principal balance secured by this

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

-5-

BOOK 34 PAGE 299

Deed of Trust, together with accrued interest, shall become immediately due and payable.

In the event that the Trustors shall sell or transfer the above described property, the entire principal balance secured by this Deed of Trust, together with accrued interest shall become immediately due and payable on the date of sale or transfer. This paragraph shall not apply to any transfer resulting from the death of one of the Trustors where title vests in the survivor.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the said Trustors, and 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.

IT IS EXPRESSLY AGREED that the trust created hereby are irrevocable by the Trustors.

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

George L. Wright  
GEORGE L. WRIGHT

Laura P. Wright  
LAURA P. WRIGHT

STATE OF NEVADA, )  
SS  
COUNTY OF ELKO. )

On FEBRUARY 11, 1970, personally appeared before me, a Notary Public, GEORGE L. WRIGHT and LAURA P. WRIGHT, who acknowledged to me that they executed the foregoing instrument.

RECORDED AT THE REQUEST OF  
Nevada Title Guaranty Co.

on February 11, 1970

at 35 miles, post 1 P. M.

is Book 34 of OFFICIAL  
RECORDS, page 295-300, RECORDS

OF ELKO COUNTY, NEVADA

Recorded 52102 Fee 8.00

File No. 52102

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

Charles B. Evans, Jr.  
NOTARY PUBLIC



CHARLES B. EVANS, JR.  
Notary Public - State of Nevada  
Elko County, Nevada  
Commission Expires Aug. 10, 1971

BOOK 34 PAGE 300