

55558

DEED OF TRUST

THIS DEED OF TRUST, made this 16th day of February, 1972, by and between LESTER R. STEWART and DeELDA A. STEWART, husband and wife, and LESTER EARL STEWART and JOAN FAYE STEWART, husband and wife, Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, Trustee, for EARL HANSEN and MARY HANSEN, husband and wife, as their community property, Beneficiaries,

W I T N E S S E T H:

That Trustors do hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Eureka, State of Nevada, described as follows, to-wit:

TOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 1: That portion lying westerly and southerly of the center line of Nevada State Highway 51, as the same is now constructed.

Section 2: N 1/2

Section 11: Lots 1, 2, 3 and 4; S 1/2N 1/2; N 1/2 SW 1/4; SE 1/4SW 1/4; SE 1/4

EXCEPTING from Section 2 that parcel conveyed by T. R. JEWELL, et al, to CENTRAL PACIFIC RAILWAY COMPANY by Deed recorded May 2, 1902, in Book 14 of Deeds at page 426, Eureka County, Nevada.

FURTHER EXCEPTING therefrom that parcel of Section 2 conveyed by T. R. JEWELL to the SOUTHERN PACIFIC COMPANY by Deed recorded April 14, 1906, in Book 15 of Deeds at page 176, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL and THOMAS H. JEWELL to the WESTERN RAILWAY COMPANY by Deed recorded May 23, 1906, in Book 15 of Deeds at page 186, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL, et ux, to the CENTRAL PACIFIC RAILWAY COMPANY by Deed recorded September 25, 1907, in Book 15 of Deeds at page 531, Eureka County, Nevada.

EXCEPTING from portion of the S 1/2SW 1/4 and SE 1/4 of Section 1 and all of Section 11, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, as reserved in Deed dated January 17, 1950, from SOUTHERN PACIFIC LAND COMPANY to FILBERT ETCHEVERRY, OSCAR RUDNICK

-1-

BOOK 41 PAGE 376

LAW OFFICES OF
MILTON MANOUKIAN

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ZEPHYR COVE, NEVADA 89448
TELEPHONE (702) 888-8878

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
TELEPHONE (702) 882-4877

LAW OFFICES OF
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1 and SAM RUDNICK, co-partners, doing business as EUREKA
2 LIVESTOCK COMPANY, recorded March 9, 1950, in Book 24
of Deeds at page 42, Eureka County, Nevada, records.

3 FURTHER EXCEPTING from portion of the S 1/2SW 1/4 and
4 SE 1/4 of Section 1 and all of Section 11, all oil, gas
and minerals as conveyed by MELVIN JONES and RACHEL JONES
5 to SAM RUDNICK, et al, by Deed recorded November 5, 1962,
in Book 26 of Deeds at page 299, Eureka County, Nevada,
6 records.

7 TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B. & M.

8 Section 6: That portion of the SE 1/4SW 1/4 lying
southerly of the center line of Nevada
9 State Highway 51 as the same is now
constructed.

10 Section 7: That portion lying westerly and southerly
11 of the center line of Nevada State Highway
as the same is now constructed.

12 Section 17: That portion of the W 1/2 lying westerly
13 and southerly of the center line of Nevada
State Highway 51 as the same is now con-
14 structed.

15 Section 18: That portion of the E 1/2NE 1/4 and NE 1/4
16 SE 1/4 lying westerly and southerly of the
center line of Nevada State Highway 51 as
17 the same is now constructed.

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

21 TOGETHER with all waters, water rights, rights to the use of
22 water, dams, ditches, canals, pipe lines, reservoirs and all
23 other means for the diversion or use of waters appurtenant to
24 the said property or any part thereof or with all used or enjoyed
25 in connection therewith, and together with all stock watering
26 rights, used or enjoyed in connection with the use of any of said
27 lands.

28 TOGETHER with all range rights, range improvements and
29 grazing rights including all so-called Taylor Grazing Rights and
30 privileges now or heretofore used upon or in connection with
31 said property.

32 AND, ALSO ALL the estate, interest, homestead or other

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1 claim, as well in law as in equity, which said Trustors now have
2 or may hereafter acquire in and to said property, together with
3 all easements and rights of way used in connection therewith or
4 as a means of access thereto, and all and singular the tenements,
5 hereditaments and appurtenances belonging or in anywise appert-
6 aining, and the reversion and reversions, remainder and remainders,
7 rents, issues and profits thereof.

8 TO HAVE AND TO HOLD the same unto the said Trustee and its
9 successors, for the purpose of securing: EIGHTY FOUR THOUSAND
10 FOUR HUNDRED NINETY THREE AND 73/100 (\$84,493.73) DOLLARS evidenc-
11 ed by a Promissory Note of even date herewith, with interest
12 thereon, according to the terms of said note, by reference is
13 made a part hereof, executed by Trustors and delivered to Bene-
14 ficiaries, and any and all extensions or renewals thereof; payment
15 of such additional sums with interest thereon, as may be here-
16 after loaned by the Beneficiaries to Trustors when evidenced by
17 the Promissory Note or notes of Trustors; payment of all other
18 sums with interest thereon becoming due and payable under the
19 provisions hereof to either Trustee or to Beneficiaries, and the
20 performance and discharge of each and every obligation, covenant
21 and agreement of Trustors herein contained.

22 AND THIS INDENTURE FURTHER WITNESSETH:

23 FIRST: Trustors promise and agree to pay when due all claims
24 for labor performed and materials furnished for any construction,
25 alteration or repair upon the above described premises; to comply
26 with all laws affecting said property or relating to any altera-
27 tions or improvements that may be made thereon; not to commit or
28 permit waste thereon, not to commit, suffer or permit any acts
29 upon restriction affecting said property.

30 SECOND: Trustors agree to provide, maintain and deliver to
31 Beneficiaries fire, and if required, other insurance, including
32 extended coverage, insuring any and all improvements upon said

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1 premises in a company satisfactory to and with loss payable to
2 Beneficiaries and Trustors, as their respective interests may
3 appear, and in default thereof, Beneficiaries may procure such
4 insurance and may pay and expend for premiums for such insurance
5 such sums of money as Beneficiaries may deem necessary. Said
6 insurance shall be in an amount not less than that required to
7 protect Beneficiaries hereunder, but not less than \$

8 THIRD: The following covenants Nos. 1, 3, 4 (interest 10%),
9 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes
10 107.030, are hereby adopted and made a part of this Deed of Trust.

11 FOURTH: Trustors agree to pay any deficiency arising from
12 any cause after application of the proceeds of the sale held in
13 accordance with the provisions of the covenants hereinabove adopt-
14 ed by reference.

15 FIFTH: The rights and remedies hereby granted shall not
16 exclude any other rights or remedies granted by law, and all
17 rights and remedies granted hereunder or permitted by law shall
18 be concurrent and cumulative.

19 SIXTH: All the provisions of this instrument shall inure to,
20 apply, and bind the heirs, executors, successors and assigns of
21 said Beneficiaries and shall inure to, apply to, and bind the
22 legal representatives, successors and assigns of each of the other
23 parties hereto respectively. Whenever used, the singular number
24 shall include the plural, the plural the singular, and the use of
25 any gender shall include all other genders.

26 SEVENTH: Trustors hereby assign to the Trustee any and all
27 rents of the above described premises and hereby authorize Trust-
28 ee, without waiving or affecting the right of foreclosure or any
29 other right hereunder, to take possession of the premises at any
30 time after there is a default in the payments of said debt or in
31 the performance of any of the obligations herein contained, and to
32 rent the premises for the accounts of Trustors.

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1 EIGHTH: It is hereby expressly agreed that the trust
2 created hereunder is irrevocable by Trustors.

3 NINTH: This Deed of Trust is executed by Trustors and
4 accepted by Beneficiaries with the understanding and upon the
5 express condition that if Trustors should make default in the
6 performance of any of the covenants and agreement herein set
7 forth, then and in that event the full amount of the principal
8 indebtedness secured hereby shall forthwith be and become wholly
9 due and payable, notwithstanding the fact that the same would not
10 otherwise be due according to the terms of the Promissory Note
11 secured hereby, and, further, that the relationship of landlord
12 and tenant shall exist as between the purchaser of the real prop-
13 erty covered hereby upon foreclosure proceedings, and Trustors
14 and their successors in interest may be removed therefrom by un-
15 lawful detainer proceedings in the event possession of said real
16 property shall not be voluntarily surrendered to such purchaser.

17
18 Lester R. Stewart
19 LESTER R. STEWART

20
21 De Elda A. Stewart
22 DeELDA A. STEWART

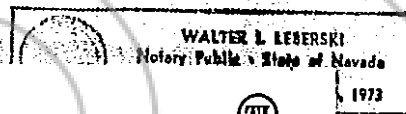
23
24 Lester Earl Stewart
25 LESTER EARL STEWART

26
27 Joan Faye Stewart
28 JOAN FAYE STEWART

1 STATE OF NEVADA)
2 County of Elko) ss.

3 On this 16th day of February, 1972, personally
4 appeared before me, a Notary Public, ~~KESTON XX STEWART XX~~
5 ~~XX STEWART XX~~ LESTER EARL STEWART ~~XX XX~~ he
6 ~~FAYE STEWART, husband and wife~~, who acknowledged to me that ~~they~~
7 executed the foregoing instruments.

8
9 *Walter L. Leberski*
10 NOTARY PUBLIC



TO 447 C
(Individual)

NEVADA
STATE OF ~~KESTON XX~~ } SS.
COUNTY OF CHURCHILL }

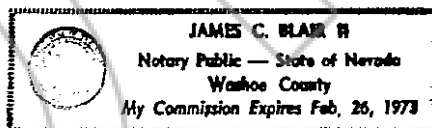
On FEBRUARY 14, 1972 before me, the undersigned, a Notary Public in and for said
State, personally appeared JOAN FAYE STEWART

to be the person whose name SHE subscribed
to the within instrument and acknowledged that SHE
executed the same.

WITNESS my hand and official seal.

Signature *James C. Blair II*

JAMES C. BLAIR, II
Name (Typed or Printed)



(This area for official notarial seal)

Ack. Individual

STATE OF CALIFORNIA
COUNTY OF San Diego } SS.

On February 11, 1972 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Lester R. Stewart and
De Elda A. Stewart (2) -----

known to me
to be the person whose names are subscribed to the within
instrument and acknowledged that they executed the same.

Signature *Marjorie S. Worley*

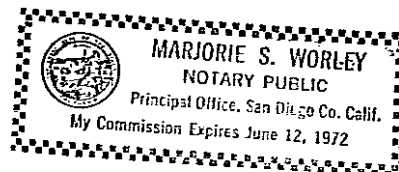
Marjorie S. Worley

Name (Typed or Printed)

Notary Public in and for said County and State

BHF-19 (10/70)

FOR NOTARY SEAL OR STAMP



32

First American Title
RECORDED AT THE REQUEST OF Company of Nevada
on Feb. 18, 1972 at 02 mins. past 2 P. M. in
Book 41 of OFFICIAL RECORDS, page 376-381 RECORDS OF
EUREKA COUNTY, NEVADA
File No. 376-381 Fee \$ 8.00

BOOK 41 PAGE 381