

56837

## Deed of Trust

This 8th day of December, 19 71

George L. Wright and Laura P. Wright, his wife, the Trustor,

hereby irrevocably grants, bargains and sells to First American Title Company of Nevada

the Trustee,  
in trust with power of sale, for the

**SECURITY NATIONAL BANK OF NEVADA**

the Beneficiary, the real property in Eureka County, Nevada, described  
as follows: See attached Exhibit "A"

Together with all tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; all water and water rights used in connection therewith, all shares of stock evidencing the same; all easements and rights of way used in connection therewith or as a means of access thereto; all fixtures now or hereafter attached to or used in connection therewith; and also all the estate, right, title and interest, homestead, or other claim which the Trustor now has or hereafter may acquire to the property, or any part thereof, with the appurtenances.

As security for (a) the payment of the sum of One hundred twelve thousand nine hundred  
forty eight and 19/100-----  
-----Dollars (\$ 112,948.19-)

with interest, expenses and counsel fees according to the terms of the promissory note or notes executed and delivered by Trustor to Beneficiary, and all extensions, revisions, or renewals; (b) such additional amounts as may be hereafter loaned by Beneficiary or its successors to Trustor or any of them, or any successor in interest of Trustor, with interest thereon, and any other indebtedness or obligation of Trustor or any of them, and any present or future demands of any kind or nature which Beneficiary, or its successor, may have against Trustor, or any of them, 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 instrument, or arising thereafter; (c) for the payment and performance of every obligation, covenant, promise or agreement herein, or in the note or notes, or in any other instrument of security now or subsequently executed by Trustor.

Covenants Nos. 1, 2 (\$ adequate insurance with extended coverage), 3, 4 (interest, 10%), 5, 6, 7 (counsel fees, 10%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustor further agrees:

1. (Maintenance): To properly maintain and keep the property, including any buildings, improvements and landscaping, in good condition and repair; not to remove or demolish any building or improvement; not to make any alteration or improvement which would reduce or impair, or tend to reduce or impair, the value of the property; to restore any uninsured building or improvement damaged or destroyed; to complete in a good, workmanlike manner any improvement or building which may be constructed; to pay when due all claims for labor performed or material furnished; to underpin and support, when necessary, any building or improvement; not to commit or permit any waste or deterioration of buildings, improvements, or land; not to suffer any lien to attach to the property, or to cause such liens to be discharged within a reasonable period of time; to comply with all laws, ordinances, and regulations affecting the property or its use, or in respect to alterations or improvements; and not to permit any act upon the property in violation of any law, restriction, covenant, or condition. If the property is farm land, Trustor agrees to farm, cultivate and irrigate the property in a proper, approved, and husbandlike manner.
2. (Conveyance): Trustor agrees not to sell, convey, transfer or dispose of, suffer title to be divested by operation of law, or further encumber the property or any part thereof, or any interest therein, without first obtaining the written consent of Beneficiary. Such consent, when given, shall not constitute a release of Trustor.
3. (Condemnation): Any condemnation award is hereby assigned to the Beneficiary for application to the indebtedness.
4. (Possession): Trustor hereby assigns to Beneficiary, to take effect upon any default by Trustor, any and all rents, issues and profits, and authorizes Beneficiary to collect the same, with or without taking possession of the property. Upon any default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the property or any part thereof and, at the option of Beneficiary, rent the premises. To enforce such rights, Beneficiary is hereby granted the summary remedies of a landlord. Such acts shall not waive or affect the right of foreclosure or any other right hereunder. Beneficiary shall have the right, at reasonable times and upon reasonable notice, to inspect the premises.



5. (Waiver): Acceptance of a late or partial payment shall not constitute a waiver of default, and no waiver of any delay or default shall constitute a waiver of any other or future delay or default. Beneficiary may, from time to time, and for periods not exceeding one year, on behalf of the Trustor, renew or extend any promissory note, and the renewal or extension shall be conclusively deemed to have been made when endorsed on the note or notes.

6. (Remedies): Any default in payment, or in the performance of any covenant herein, or in any instrument secured hereby, shall have the same effect as a violation of the covenants adopted by reference and shall also entitle Beneficiary to declare all sums secured hereby immediately due and payable without demand or notice. Trustor agrees to pay any deficiency arising after application of the proceeds of sale. A Trustor who is a married woman agrees that recourse may be had against her separate property. If Beneficiary holds additional security for any obligation secured hereby, it may enforce its sale before or after a sale hereunder. Beneficiary may also bring an action to enforce the payment of any note or indebtedness secured hereby, without causing the Trustee to sell the security, the Trustor hereby waiving any provision of law requiring that recourse first be had to the security. The rights or remedies granted herein, or by law, shall be concurrent and cumulative. In the event of any tax or assessment on the interest of this Deed of Trust, it shall be deemed that such taxes and assessments are on the interest of the Trustor, who agrees to pay the same although assessed against the Beneficiary or Trustee.

7. (Parties): These agreements shall inure to, apply to, and shall bind the successors and the successors in interest of the parties. The singular shall include the plural and all genders. Obligations of parties shall be joint and several. Any notice required by law shall be given to Trustor by registered mail at Trustor's address below.

8. Upon change of parties, beneficiary may charge an assumption fee of \$25.00. Inclusion of this provision is not a waiver by beneficiary of the provisions of paragraph 2 hereof.

Trustor's address:

P. O. Box 583

Beowawe, Nevada 89821

x *George L. Wright*  
George L. Wright  
x *Laura P. Wright*  
Laura P. Wright

(Affix Seal if a Corporation)

(Complete Acknowledgment on Following Page)

44

102

BOOK PAGE

# INDIVIDUAL(S) ACKNOWLEDGMENT

STATE OF NEVADA }  
County of Elko } ss

On this 8th day of December, 19 71, personally appeared before me, a notary public in and for Elko County, George L. Wright and Laura P. Wright, his wife, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Stamp)



*Mary Jane Moiola*  
Notary Public

## CORPORATE ACKNOWLEDGMENT

STATE OF NEVADA }  
County of } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a notary public in and for \_\_\_\_\_ County, \_\_\_\_\_, known to me to be the duly authorized \_\_\_\_\_ president and \_\_\_\_\_ secretary, respectively, of the corporation that executed the foregoing instrument, and upon oath each did depose and say that he is the officer of the corporation as above designated; that he is acquainted with the seal of the corporation and that the seal affixed to the instrument is the corporate seal of the corporation; that the signatures to the instrument were made by officers of the corporation as indicated after the signatures, and that the corporation executed the instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Stamp)

\_\_\_\_\_  
Notary Public

**Deed of Trust**

When Recorded  
Mail To

SECURITY NATIONAL  
BANK OF NEVADA

P.O. Box 231

Elko, Nevada

44

103

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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.

JAUGHAN, HULL, McDANIEL & MARTINI  
ATTORNEYS AND COUNSELORS  
530 MAIN STREET  
ELKO, NEVADA 89801

1.

44

104

BOOK PAGE



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 Buyer hereby assuming and agreeing to pay Sellers' 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 Sellers on the public domain, in the grazing area used in connection with this ranch.

Together with all buildings, fences and improvements of Sellers 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.

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 referred to in the purchase price article in this contract.

Together with the following described personal property situate on the premises:

EQUIPMENT

The equipment listed on Exhibit A attached hereto.

RECORDED AT THE REQUEST OF Security National Bank of Nevada  
on Nov. 20 1972, at 01 mins. past 8 A. M. In  
Book 44 of OFFICIAL RECORDS, page 100-105 RECORDS OF  
EUREKA COUNTY, NEVADA. Hull, A. H. Paul Recorder.

Fee \$ 8.00

VAUGHAN, HULL, MCDANIEL & MARFIS  
ATTORNEYS AND COUNSELORS  
630 IDAHO STREET  
ELKO, NEVADA 89601