

56933

1. DEED OF TRUST

2. THIS DEED OF TRUST, made this 16 day of December, 1972,  
3. by and between MARIA TERESA LABARRY, a widow, JEAN PIERRE LABARRY,  
4. and SHARON L. LABARRY, his wife, and RAYMOND LABARRY, JR., and  
5. MARY JEAN LABARRY, his wife, as individuals, and MARIA TERESA  
6. LABARRY, JEAN PIERRE LABARRY and RAYMOND LABARRY, JR., a  
7. partnership doing business under the firm name and style of  
8. LABARRY & LABARRY COMPANY, Beneficiaries, and TITLE INSURANCE AND  
9. TRUST COMPANY, Reno, Nevada, Trustee, and WILBUR E. ROUSE and  
10. BARBARA J. ROUSE, Trustees,

12. W I T N E S S E T H :

13. That Trustees do hereby grant, bargain, sell, convey and  
14. confirm unto the Trustee in trust with power of sale, all that  
15. certain property situate, lying and being in the County of Eureka,  
16. State of Nevada, and in the County of White Pine, State of Nevada,  
17. and more particularly described in Schedule "A", attached hereto  
18. and made a part hereof.

19. AND, ALSO, all the estate, interest, homestead or other  
20. claim, as well in law as in equity, which said Trustee now has or  
21. may hereafter acquire in and to said property, together with all  
22. easements and rights of way used in connection therewith or as a  
23. means of access thereto, and all and singular the tenements,  
24. hereditaments and appurtenances thereunto belonging or in anywise  
25. appertaining, and the reversion and reversions, remainder and  
26. remainders, rents, issues and profits thereof.

27. TO HAVE AND TO HOLD the same unto the said Trustee and its  
28. successors, for the purpose of securing:

29. Payment of indebtedness in the sum of \$135,500<sup>00</sup>  
30. evidenced by a promissory note of even date herewith, with  
31. interest thereon, according to the terms of said note, which note

1 by reference is hereby made a part hereof, executed by Trustors,  
2 and delivered to Beneficiaries, and payable to the order of  
3 Beneficiaries, and any and all extensions or renewals thereof,  
4 payment of such additional sums with interest thereon, as may be  
5 hereafter loaned by the Beneficiaries to Trustors when evidenced  
6 by the promissory note or notes of Trustors; payment of all other  
7 sums with interest thereon becoming due and payable under the  
8 provisions hereof to either Trustee or to Beneficiaries, and the  
9 performance and discharge of each and every obligation, covenant  
10 and agreement of Trustors herein contained.

11 AND THIS INDENTURE FURTHER WITNESSETH:

12 FIRST: Trustors promise and agree to pay when due all  
13 claims for labor performed and materials furnished for any  
14 construction, alteration or repair upon the above described  
15 premises, to comply with all laws affecting said property or  
16 relating to any alterations or improvements that may be made  
17 thereon, not to commit or permit waste thereon, not to commit,  
18 suffer or permit any acts upon said property in violation of any  
19 law, covenant, condition or restriction affecting said property;  
20 and to permit Beneficiaries to enter at all reasonable times for  
21 the purpose of inspection.

22 SECOND: Trustors covenant to keep all buildings that may  
23 now or at any time be on said property during the continuance of  
24 this trust in good repair and insured against loss by fire, with  
25 extended coverage endorsement, in a company or companies  
authorized to issue such insurance in the State of Nevada, and as  
may be approved by Beneficiaries, for such sum or sums as shall  
equal the total indebtedness secured by this Deed of Trust and  
all obligations having priority over this Deed of Trust and shall  
be payable to Beneficiaries to the amount of the unsatisfied  
obligation to Beneficiaries hereby secured, and to deliver the  
policy to Beneficiaries or to collection agent of Beneficiaries,

1 and in default thereof, Beneficiaries may procure such insurance  
2 and/or make such repairs, and expend for either of such purposes  
3 such sum or sums as Beneficiaries shall deem proper.

4           THIRD: The following covenants Nos. 1, 2, 3 & 4 (interest  
5 10%), 5, 6, 7, (counsel fees 12%), 8 and 9 of Nevada Revised  
6 Statutes 107.030, are hereby adopted and made a part of this Deed  
7 of Trust.

8           FOURTH: Trustors agree to pay any deficiency arising  
9 from any cause after application of the proceeds of the sale held  
10 in accordance with the provisions of the covenants hereinabove  
11 adopted by reference.

12           FIFTH: The rights and remedies hereby granted shall not  
13 exclude any other rights or remedies granted by law, and all  
14 rights and remedies granted hereunder or permitted by law shall  
15 be concurrent and cumulative. A violation of any of the covenants  
16 herein expressly set forth shall have the same effect as the  
17 violation of any covenant herein adopted by reference.

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

26           SEVENTH: Trustors hereby assign to the Trustee any and  
27 all rents of the above-described premises accruing after default  
28 and hereby authorizes Trustee, or a receiver to be appointed on  
29 application of Trustee or Beneficiaries, without waiving or  
30 affecting the right of foreclosure or any other right hereunder,  
31 to take possession of said land or in the performance of any of  
32 the obligations herein contained, and to rent the premises for the

1 account of Trustors. At any Trustee's sale held hereunder Trustee  
2 shall sell the property herein described as a single unit unless  
3 herein otherwise specifically directed and at such sale is hereby  
4 authorized to bid for Beneficiaries or other absent person.

5 EIGHTH: It is hereby expressly agreed that the trust  
6 created hereby is irrevocable by Trustors.

7 NINTH: This deed of trust is executed by Trustors and  
8 accepted by Beneficiaries with the understanding and upon the  
9 express condition that if Trustors should make default in the  
10 performance of any of the covenants and agreements herein set  
11 forth, then and in that event the full amount of the principal  
12 indebtedness secured hereby shall forthwith be and become wholly  
13 due and payable notwithstanding the fact that the same would not  
14 otherwise be due according to the terms of the promissory note  
15 secured hereby; and further, that the relationship of landlord  
16 and tenant shall exist as between the purchaser of the real  
17 property covered hereby upon foreclosure proceedings, and Trustors  
18 and their successors in interest may be removed therefrom by any  
19 proceeding authorized by law, including an unlawful detainer  
20 action, in the event the possession of said real property should  
21 not be voluntarily surrendered to such purchaser.

22 TENTH: The parties hereto anticipate that Trustors  
23 herein as soon after the execution of this instrument may assign  
24 and transfer all of their equity in the real property secured  
25 by this Deed of Trust to certain other persons, namely, BILL  
26 HARRIS and ROSALYN HARRIS; and that the parties hereto agree that  
27 upon the assumption of the responsibilities of Trustors pursuant  
28 to this agreement and upon the assumption of the liability for  
29 payment of the promissory note secured by this Deed of Trust by  
30 said BILL HARRIS and ROSALYN HARRIS, Trustors hereunder, WILBUR E.  
31 ROUSE and BARBARA J. ROUSE thereupon shall be fully released from  
32 and discharged from any further duties or liabilities pursuant to

1 the terms of this Deed of Trust or the Promissory Note secured  
2 hereby.

3

4 *Wilbur E. Rouse*  
5 WILBUR E. ROUSE

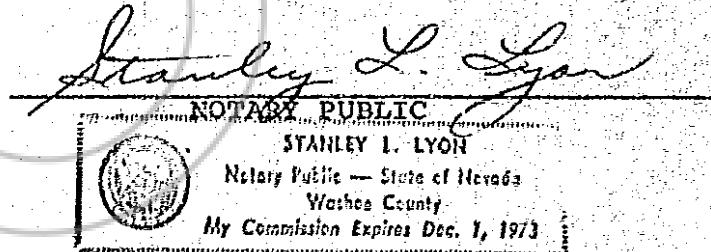
6 *Barbara J. Rouse*  
7 BARBARA J. ROUSE

8

9 STATE OF NEVADA )  
10 COUNTY OF WASHOE ) ss.  
11

12 On this 28 day of December, 1972, personally appeared  
13 before me, a Notary Public in and for the above County and State,  
14 WILBUR E. ROUSE and BARBARA J. ROUSE, known to me to be the  
15 persons described in and who executed the foregoing instrument,  
16 and they duly acknowledged to me that they executed the same  
17 freely and voluntarily and for the uses and purposes therein  
18 mentioned.

19 IN WITNESS WHEREOF, I have hereunto set my hand and  
20 affixed my official seal the day and year first above written.



DESCRIPTION

PARCEL 1

SITUATE IN THE COUNTY OF EUREKA, STATE OF NEVADA, AS FOLLOWS:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

SECTION 1: LOTS 1, 2 AND 5

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

SECTION 36: SET

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M.

SECTION 2: SW $\frac{1}{4}$  SW $\frac{1}{4}$

SECTION 3: S $\frac{1}{2}$  SEL, SE $\frac{1}{2}$  SW $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

SECTION 3: LOT 5 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ )

SECTION 4: S $\frac{1}{2}$  NE $\frac{1}{4}$

SECTION 5: W $\frac{1}{2}$  SW $\frac{1}{4}$

SECTION 9: S $\frac{1}{2}$  NET, SET NW $\frac{1}{4}$ , NET SW $\frac{1}{4}$

SECTION 10: SET NW $\frac{1}{4}$ , LOT 2 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ )

SECTION 15: W $\frac{1}{2}$  SW $\frac{1}{4}$

SECTION 16: E $\frac{1}{2}$  SET

SECTION 17: S $\frac{1}{2}$  SET, SET SW $\frac{1}{4}$

SECTION 20: NW $\frac{1}{4}$  NE $\frac{1}{4}$ , NET NW $\frac{1}{4}$

SECTION 21: S $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$ , SET NW $\frac{1}{4}$ , N $\frac{1}{2}$  SET,

SET SET

SECTION 22: S $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$ , SET NW $\frac{1}{4}$

SECTION 23: SW $\frac{1}{4}$  NET

SECTION 24: NW $\frac{1}{4}$  SW $\frac{1}{4}$

SECTION 25: NW $\frac{1}{4}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$ , N $\frac{1}{2}$  SW $\frac{1}{4}$ , SET SW $\frac{1}{4}$

SECTION 26: S $\frac{1}{2}$  NET, N $\frac{1}{2}$  SET, N $\frac{1}{2}$  SW $\frac{1}{4}$

SECTION 27: SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$ , SET NW $\frac{1}{4}$ , NET SET

SECTION 28: NET NE $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  SET, SET SE $\frac{1}{4}$ ,

NET SW $\frac{1}{4}$ , SW $\frac{1}{4}$  SW $\frac{1}{4}$

SECTION 29: SE $\frac{1}{4}$  SET

SECTION 34: SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$ , SET NW $\frac{1}{4}$

SECTION 35: NW $\frac{1}{4}$  SW $\frac{1}{4}$

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

SECTION 23: N $\frac{1}{2}$  SET, N $\frac{1}{2}$  SW $\frac{1}{4}$

SECTION 34: S $\frac{1}{2}$  SE $\frac{1}{4}$

SECTION 35: N $\frac{1}{2}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

SECTION 22: E $\frac{1}{2}$  NW $\frac{1}{4}$ , W $\frac{1}{2}$  E $\frac{1}{2}$   
SECTION 27: E $\frac{1}{2}$  W $\frac{1}{2}$ , W $\frac{1}{2}$  E $\frac{1}{2}$ .

PARCEL 2

SITUATE IN THE COUNTY OF WHITE PINE, STATE OF NEVADA, AS FOLLOWS:

TOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B.&M.

SECTION 14: SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$   
SECTION 15: SE $\frac{1}{4}$  NE $\frac{1}{4}$   
SECTION 23: E $\frac{1}{2}$  NW $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$   
SECTION 27: E $\frac{1}{2}$  NE $\frac{1}{4}$   
SECTION 34: N $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$   
SECTION 35: SW $\frac{1}{4}$  NW $\frac{1}{4}$

TOWNSHIP 18 NORTH, RANGE 57 EAST, M.D.B.&M.

SECTION 11: SE $\frac{1}{4}$  SW $\frac{1}{4}$

PARCEL 3

SITUATE IN THE COUNTY OF WHITE PINE, STATE OF NEVADA, AS FOLLOWS:

TOWNSHIP 18 NORTH, RANGE 56 EAST, M.D.B.&M.

SECTION 21: NW $\frac{1}{4}$  OF NW $\frac{1}{4}$

TOWNSHIP 20 NORTH, RANGE 56 EAST, M.D.B.&M.

SECTION 23: SW $\frac{1}{4}$  OF SW $\frac{1}{4}$  (SULPHUR SPRING)

TOWNSHIP 20 NORTH, RANGE 57 EAST, M.D.B.&M.

SECTION 6: SW $\frac{1}{4}$  OF NE $\frac{1}{4}$  (BECK SPRING)

TOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B.&M.

SECTION 2: LOT 4 (NW $\frac{1}{4}$  OF NW $\frac{1}{4}$ ), SW $\frac{1}{4}$  OF NW $\frac{1}{4}$

SECTION 3: LOTS 1, 2, 3 AND 4 (N $\frac{1}{2}$  OF N $\frac{1}{2}$ ),

S $\frac{1}{3}$  OF N $\frac{1}{2}$ , SE $\frac{1}{4}$

SECTION 10: N $\frac{1}{2}$  OF NE $\frac{1}{4}$

TOWNSHIP 21 NORTH, RANGE 55 EAST, M.D.B.&M.

SECTION 27: W $\frac{1}{2}$  OF SW $\frac{1}{4}$

SECTION 32: E $\frac{1}{2}$  OF NE $\frac{1}{4}$ , E $\frac{1}{2}$  OF SW $\frac{1}{4}$ , SE $\frac{1}{4}$

SECTION 34: W $\frac{1}{2}$  OF W $\frac{1}{2}$ , SE $\frac{1}{4}$  OF NW $\frac{1}{4}$ , E $\frac{1}{2}$  OF SW $\frac{1}{4}$ .

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.  
on Jan. 5 1973 at 20 min past 4 P.M. b  
Book 44 of OFFICIAL RECORDS page 227-233 RECORDS OF  
EUREKA COUNTY, NEVADA *Gilliss Co. Inc.* Recorder.  
File No. 56933 Fee \$9.00

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BOOK PAGE