

56933

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of December, 1972,
by and between MARIA TERESA LABARRY, a widow, JEAN PIERRE LABARRY,
and SHARON L. LABARRY, his wife, and RAYMOND LABARRY, JR., and
MARY JEAN LABARRY, his wife, as individuals, and MARIA TERESA
LABARRY, JEAN PIERRE LABARRY and RAYMOND LABARRY, JR., a
partnership doing business under the firm name and style of
LABARRY & LABARRY COMPANY, Beneficiaries, and TITLE INSURANCE AND
TRUST COMPANY, Reno, Nevada, Trustee, and WILBUR E. ROUSE and
BARBARA J. ROUSE, Trustors,

W I T N E S S E T H :

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

AND, ALSO, all the estate, interest, homestead or other
claim, as well in law as in equity, which said Trustor now has or
may hereafter acquire in and to said property, together with all
easements and rights of way used in connection therewith or as a
means of access thereto, and all and singular 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 same unto the said Trustee and its
successors, for the purpose of securing:

Payment of indebtedness in the sum of \$ 135,500⁰⁰
evidenced by a promissory note of even date herewith, with
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
26 authorized to issue such insurance in the State of Nevada, and as
27 may be approved by Beneficiaries, for such sum or sums as shall
28 equal the total indebtedness secured by this Deed of Trust and
29 all obligations having priority over this Deed of Trust and shall
30 be payable to Beneficiaries to the amount of the unsatisfied
31 obligation to Beneficiaries hereby secured, and to deliver the
32 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
7 *Barbara J. Rouse*
8 BARBARA J. ROUSE

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

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

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

20
21
22 *Stanley L. Lyon*
23 NOTARY PUBLIC
24 STANLEY L. LYON
25 Notary Public — State of Nevada
26 Washoe County
27 My Commission Expires Dec. 1, 1973
28
29
30
31
32

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

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

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

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

SECTION 10: SE $\frac{1}{4}$ 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 $\frac{1}{2}$ SE $\frac{1}{4}$

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

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

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

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

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

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

SECTION 26: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

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

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

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

SECTION 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ 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 $\frac{1}{2}$ SE $\frac{1}{4}$, 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 55 EAST, M.D.B.&M.

SECTION 22: $E\frac{1}{2} W\frac{1}{2}$, $W\frac{1}{2} E\frac{1}{2}$
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 29 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 $N\frac{1}{2}$),
 $S\frac{1}{2}$ 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. in
Book 44 of OFFICIAL RECORDS, page 227-233, RECORDS OF
EUREKA COUNTY, NEVADA. William C. McFarlane Recorder.
File No. 56933 Fee 9.00