

56936

DEED OF TRUST

THIS DEED OF TRUST, made this 2d day of January, 1977, 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 BILL HARRIS and ROSALYN HARRIS, his wife, 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 Trustors now have 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 \$ 135,500.00 evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note

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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 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 fair market value of said buildings, with a loss  
29 payable clause in favor of the Beneficiaries, and to deliver the  
30 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 authorize 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

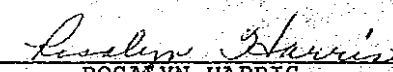
1 account of Trustors. At any Trustee's sale held hereunder Trustee  
2 shall sell the property herein described as a single unit unless  
3 herein otherwise specifically directed and at such sale is hereby  
4 authorized to bid for Beneficiaries or other absent person.

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: This Deed of Trust is secondary to and subject to  
23 an existing prior Deed of Trust on the said premises in favor of  
24 Connecticut General Life Insurance Company, and recorded June 23,  
25 1965, in Book 7, Page 531, File number 40991, Official Records of  
26 Eureka County, Nevada, and recorded June 23, 1965, in Book 274,  
27 Page 303, File number 132940, Real Estate Records of White Pine  
28 County, Nevada.

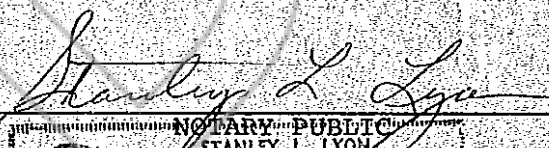
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30   
BILL HARRIS

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ROSALYN HARRIS

1 STATE OF NEVADA )  
2 ) ss.  
3 COUNTY OF WASHOE )

4 On this 7 day of January, 1972, personally  
5 appeared before me, a Notary Public in and for the above County  
6 and State, BILL HARRIS and ROSALYN HARRIS, known to me to be the  
7 persons described in and who executed the foregoing instrument,  
8 and they duly acknowledged to me that they executed the same  
9 freely and voluntarily and for the uses and purposes therein  
10 mentioned.

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

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15 NOTARY PUBLIC  
16 STANLEY L. LYON  
17 Notary Public — State of Nevada  
18 Washoe County  
19 My Commission Expires Dec. 1, 1973  
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# 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 54 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 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  $N\frac{1}{2}$ ),  
 $S\frac{1}{2}$  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 33:  $E\frac{1}{2}$  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 mins. past 4 P. M. to  
Book 44 of OFFICIAL RECORDS, page 240-246 RECORDS OF  
EUREKA COUNTY, NEVADA. William A. DeTash Recorder  
File No. 56936 Fee \$ 9.00