

57022

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 2nd day of January, 1973, by and between LIBERTY LIVESTOCK, a co-partnership consisting of J. H. SEWELL and MOLLIE S. SEWELL, his wife, and THOMAS H. GALLAGHER and DOROTHY S. GALLAGHER, his wife, of the City of Elko, County of Elko, State of Nevada, hereinafter called Grantors; and FIRST AMERICAN TITLE COMPANY of NEVADA, a Nevada corporation, Trustee; and CHARLES DAMELE, also known as CHARLES J. DAMELE and JUANITA DAMELE, his wife, of the same place, hereinafter called Grantees:

W I T N E S S E T H:

THAT WHEREAS, the Grantors are indebted to the Grantees in the sum of ONE HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS and SEVENTY-FOUR CENTS, (\$189,559.74), lawful current money of the United States of America, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith and made, executed and delivered by the said Grantors, to the said Grantees, which Note is in the principal sum of \$189,559.74 lawful money of the United States of America, with interest to accrue thereon at the rate of 8 $\frac{1}{2}$ % per annum.

NOW THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantors, or which may be paid out, or advanced by the said Grantees or Trustee under the provisions of this instrument, and further, in

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LAW OFFICES  
EVANS & BERRY  
PROFESSIONAL CENTER  
ELKO, NEVADA 89601

*Ex. 44 Page 295 for Subordination Agreement*

*See Book 48 page 458*

*For Subordination Agreement  
See Book 48 Page 466 for Subordination Agreement  
See Book 49 Page 281 for Subordination Agreement*

*See Book 57, Page 411  
for Full Reconveyance*

consideration of the sum of ONE DOLLAR, (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do hereby grant, bargain and sell unto the Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said premises, together with the appurtenances unto the said Trustee, and to its successors and assigns, for the uses and purposes therein mentioned.

Being in trust, nevertheless, for the benefit and security of the Grantees herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Grantors to said Grantees, as well as security for the renewal or renewals of said Note, or the debt evidenced hereby.

The following covenants: One; Two, (\$ \_\_\_\_\_); Three; Four, (\_\_\_\_\_); Five; Six; Seven, (\_\_\_\_\_); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, as may hereafter be loaned or advanced by Grantees to the Grantors.

Said Grantors, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor

its satisfaction, nor a reconveyance made thereunder, operate as a waiver of any such other security now held or hereafter acquired.

Said Grantors hereby covenants and agrees that they will operate the ranch premises according to dictates of good husbandry, as defined by ranch practice in the area in which the ranch is located, and will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and Grantors shall maintain the premises in as good condition as they are now in, wear and tear excepted.

In the event of a loss covered by fire insurance policy, then the Grantors shall have the option to use the proceeds of such insurance toward the repair, rebuilding or replacement of the damaged or destroyed property under the following procedure:

1. Within sixty days after the loss, give written notice to the Grantees outlining the contemplated work and estimated cost thereof, and guaranteeing that the work will be completed within a reasonable time.
2. The insurance proceeds shall be escrowed with Security National Bank, Elko Branch, Elko, Nevada, with instructions to apply the same on the work as the same is completed.
3. The escrow instructions shall be executed by Grantors and Grantees.
4. The Grantors shall pay all charges of escrow, and the balance of the work if said insurance proceeds are not sufficient.
5. If the Grantors fail to exercise their right to rebuild, replace or repair, then the insurance proceeds shall be applied on the Note secured by this







EXHIBIT A

DESCRIPTION

All those certain lots, pieces or parcels of land situate in the County of Esmeralda, State of Nevada, particularly described as follows, to wit:

PARCEL I

TOWNSHIP 23<sup>rd</sup> NORTH, RANGE 49 EAST, M.D.B.&M.

Section 1: Lot 3

TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: NE1/4; SE1/4; SW1/4;  
Section 10: SE1/4; SW1/4;  
Section 12: SW1/4; NE1/4;  
Section 13: NE1/4; SW1/4; NW1/4;  
Section 14: SE1/4;  
Section 15: NE1/4;  
Section 23: NE1/4; SW1/4; W1/2;  
Section 24: W1/2; NE1/4;  
Section 25: E1/2.

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: Lot 3, SE1/4.  
Section 7: Lot 2.

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 21: SE1/4; NW1/4;  
Section 22: S1/2; SE1/4;  
Section 23: W1/2; SE1/4; S1/2;  
Section 24: SE1/4;  
Section 25: NW1/4;  
Section 26: E1/2; SW1/4; E1/2; SE1/4;  
Section 27: NW1/4; NE1/4; NW1/4.

TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: SE1/4; W1/2; E1/2;  
Section 11: NE1/4;  
Section 12: E1/2; NE1/4;  
Section 24: E1/2.

PAGE NO. I CONTINUED:

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE1/4NW1/4; E1/2SW1/4.  
Section 7: E1/2NW1/4.  
Section 19: SE1/4SW1/4.  
Section 30: NW1/4SW1/4; E1/2SW1/4; Lots 2 and 3.  
Section 35: NE1/4SW1/4

TOWNSHIP 24 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE1/4NW1/4; E1/2SW1/4.  
Section 7: Lots 1, 2, 3 and 4.  
Section 18: Lots 1, 2, 3 and 4.  
Section 19: Lots 1, 2, 3 and 4.  
Section 30: Lots 1, 2, 3 and 4; E1/2SW1/4.  
Section 31: NW1/4SW1/4; E1/2SW1/4; Lot 4; SW1/4SW1/4.

TOWNSHIP 21 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 30: SW1/4SW1/4; Lot 4; E1/2SW1/4; NW1/4SW1/4.  
Section 31: Lot 1.

PAGE NO. II

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 20: W1/2SW1/4.  
Section 30: NW1/4SW1/4; NE1/4SW1/4; Lot 3; W1/2NW1/4.

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 22: NW1/4SW1/4; SW1/4SW1/4.

SECTION 23: THEREFORE, ALL RIGHTS AND INTERESTS IN THE ABOVE DESCRIBED LANDS ARE HEREBY CONFIRMED TO THE PERSONS OR ENTITIES NAMED IN THE FOREGOING, INCLUDING ALL RIGHTS AND INTERESTS IN SAID LANDS WHICH MAY BE CLAIMED BY ANY PERSON OR ENTITY WHOSE CLAIM IS NOT SET FORTH IN THE FOREGOING. THIS CONFIRMATION IS GIVEN IN FULL PAYMENT OF ALL TAXES AND CHARGES WHICH MAY BE DUE ON SAID LANDS. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT WASHINGTON, D.C., THIS 15TH DAY OF MARCH, 1977.

PAGE NO. III

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 23: NE1/4SW1/4; SE1/4SW1/4; E1/2SW1/4.

TOWNSHIP 24 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 23: NE1/4SW1/4; SE1/4SW1/4; E1/2SW1/4.

EXHIBIT A

DESCRIPTION

All those certain lots, pieces or parcels of land situate in the County of Esmeralda, State of Nevada, particularly described as follows, to wit:

PARCEL 1

TOWNSHIP 23 1/2 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 1: Lot 3

TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: NW 1/4; SE 1/4 NW 1/4; SW 1/4 NE 1/4.  
Section 10: SE 1/4 SW 1/4; SW 1/4 SE 1/4.  
Section 12: SW 1/4 SE 1/4; NE 1/4 SE 1/4.  
Section 13: NE 1/4 NW 1/4; SW 1/4 NW 1/4; NW 1/4 SW 1/4.  
Section 14: SE 1/4 SE 1/4.  
Section 15: NW 1/4 NE 1/4.  
Section 23: NE 1/4 NE 1/4; SW 1/4 NE 1/4; W 1/4 SE 1/4.  
Section 26: W 1/4 E 1/4; NE 1/4 NW 1/4.  
Section 35: E 1/4 W 1/4.

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: Lot 3, SE 1/4 NW 1/4.  
Section 7: Lot 2.

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 21: SE 1/4 NW 1/4; NW 1/4 SW 1/4.  
Section 25: S 1/2 SE 1/4; SE 1/4.  
Section 28: W 1/2 NE 1/4; SE 1/4 NW 1/4; S 1/2 SW 1/4.  
Section 32: SE 1/4 NE 1/4.  
Section 33: NW 1/4 NW 1/4.  
Section 35: E 1/2 NE 1/4; SW 1/4 NE 1/4; E 1/2 SW 1/4; SE 1/4.  
Section 36: NW 1/4 NE 1/4; NW 1/4; NW 1/4 SW 1/4.

TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: SE 1/4 NE 1/4; W 1/2 SW 1/4; E 1/2 SE 1/4.  
Section 11: NE 1/4 NE 1/4.  
Section 12: E 1/2 NE 1/4; NE 1/4 SE 1/4.  
Section 24: E 1/2 SE 1/4.



PARCEL NO. I CONTINUED:

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 7: E $\frac{1}{2}$ NW $\frac{1}{4}$ .  
Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
Section 30: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; Lots 2 and 3.  
Section 35: N $\frac{1}{2}$ NW $\frac{1}{4}$ .

TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 7: Lots 1, 2, 3 and 4.  
Section 18: Lots 1, 2, 3 and 4.  
Section 19: Lots 1, 2, 3 and 4.  
Section 30: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 31: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ N $\frac{1}{2}$ ; Lot 4; SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ .  
Section 31: Lot 1.

PARCEL NO. II

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 20: W $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 30: N $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ).

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 32: NE $\frac{1}{2}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

EXCEPTING, THEREFROM, all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract, including all gas, coal, oil and oil shales as reserved in Deeds conveying above parcels to TESSIE DAVELLE, et al., executed by RUBY LAND CORPORATION, as recorded August 24, 1951 in Book 24 of Deeds at page 157; by HOMER D. TUTTLE and GLENDORA TUTTLE, as recorded August 22, 1951 in Book 24 of Deeds at page 158; and by FRANK D. CARROLL and MIRA J. CARROLL, as recorded August 24, 1951 in Book 24 of Deeds at page 161, all Elko County, Nevada, Records

PARCEL NO. III

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 14: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
Section 22: NE $\frac{1}{4}$ .  
Section 23: NW $\frac{1}{4}$ .

PARCEL NO. III CONTINUED:

EXCEPTING, THEREFROM, a one-fourth interest in all minerals,  
as reserved in Deed dated October 20, 1960, executed by  
JEAN SALLABERRY, et al. to CHARLES DAMELE, et al. recorded  
October 26, 1960 in Book 25 of Deeds at page 467, Eureka County,  
Nevada, Records.

PARCEL VIII

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{4}$ E $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
E $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 30: SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; W $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; W $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 31: NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

EXCEPTING, THEREFROM, all oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA to LIBERTY LIVESTOCK recorded August 29, 1972 in Book 43 of Official Records at page 46, Eureka County, Nevada.

FURTHER EXCEPTING from PARCELS I, II and III one-half of all minerals, oil or gas owned by CHARLES J. DANIEL, et al as reserved in Deed to LIBERTY LIVESTOCK recorded January 20, 1972 in Book 41 of Official Records at page 318, Eureka County, Nevada.

PARCEL IX

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 30: Lots 9 & 10; SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 31: NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING, THEREFROM, a one-fourth interest in all minerals, as reserved in Deed dated October 20, 1960, executed by JEAN SALLABERRY, et al, to CHARLES DAMELE, et al, and recorded October 26, 1960 in Book 25 of Deeds at page 467, Eureka County, Nevada, Records.

TOGETHER WITH all buildings and improvements situate thereon.

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

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, permits issued by the State Engineer's Office of the State of Nevada, and all other means of diversion of or use of water, pertinent to the said property or any part thereof, or used or enjoyed in connection therewith, and together with any stock water, water, water rights used or enjoyed in connection with the use of any of the said parcels of land.

TOGETHER WITH all range rights and grazing rights, including all so-called Taylor Grazing rights or privileges, and all rights to graze cattle on the Public Domain now or heretofore used upon or in connection with said parcels of real property.

RECORDED AT THE REQUEST OF First American Title Co. of Nevada  
on Jan. 29, 1973 at 30 Minn. Post 4 P. M. by  
Book 44 of OFFICIAL RECORDS, page 337-346 RECORDS OF  
EUREKA COUNTY, NEVADA, Hellie A. Betancio Recorder  
File No. 57022 Fee \$ 12.00