

57023

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 Trustors; and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, Trustee; and G. W. GARRETT as Beneficiary;

W I T N E S S E T H:

That the said Trustors hereby grant, convey and confirm unto the said Trustee, in trust with power of sale, the following described real property situate in Eureka County, Nevada, and more particularly described in Exhibit "A" hereto attached and by reference thereto incorporated herein.

TOGETHER with 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, and also all the estate, right, title and interest, homestead or other claim or demand as well in law as in equity which the Trustors have now or may hereafter acquire in and to the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the benefit and use of the Beneficiary upon the trust hereinafter expressed, namely; as security for the payment of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) in lawful money of the United States, with interest thereon in like lawful money,

and with expenses and counsel fees according to the terms of a Promissory Note of even date herewith in the amount of \$60,000.00 delivered by the Trustors to the Beneficiary.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The following covenants, Numbers 1, 2 (\$49,000.00), 3, 4 (12% per annum), 5, 6, 7 (counsel fee 10%), 8 and 9, N.R.S. 107.030, are hereby adopted and made a part of the Deed of Trust.

SECOND: Should the Trustors default in the performance of any of the covenants herein, the Beneficiaries at their election may declare the Promissory Note debt, payment of which is secured hereby, to be presently due and payable with interest as therein provided and notwithstanding any provisions thereof to the contrary.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted hereunder or permitted by law and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FOURTH: The Beneficiaries may from time to time and for periods not exceeding one year, in behalf of the Trustors renew or extend the Promissory Note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when so endorsed on said Promissory Note by the Beneficiaries in behalf of the Trustors.

FIFTH: All costs in connection with this trust shall be paid by the Trustors.

SIXTH: In addition to the principal sum due on the Promissory Note heretofore mentioned, this Trust Deed shall be security for any and all money that may hereafter become due or payable from Trustors to Beneficiaries from any cause whatsoever.

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SEVENTH: This Deed of Trust is subordinate to a Deed of Trust dated Dec. 12, 1972, executed by DIAMOND LAND AND CATTLE, a partnership, as Trustor, to FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and THE TRAVELERS LIFE INSURANCE COMPANY, as Beneficiary, which superior Deed of Trust is given to secure a Promissory Note made on the day above mentioned. This Deed of Trust is also subordinate to a Deed of Trust dated Jan. 2, 1973, executed by 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, as Grantors, to FIRST AMERICAN TITLE COMPANY OF NEVADA as Trustee, and CHARLES DAMELE, also known as CHARLES J. DAMELE, and JUANITA DAMELE, his wife, as Beneficiaries, which superior Deed of Trust is given to secure a Promissory Note made on the day above mentioned and recorded on Jan. 29, 1973, in Book 44 of Official Records of Eureka County, Nevada, at page 337 as Document No. 51022. The Trustors herein hereby agree to assume and pay all of the indebtednesses which are secured by said superior Deeds of Trust and to perform all and singular the terms, covenants and conditions of said superior Deeds of Trust. Should any default be made in the Promissory Notes the payment of which is secured by such superior Deeds of Trust or should default be made as to any provisions of said superior Deeds of Trust or default made of any provision of this Deed of Trust, in any or all such events the holder or holders of such Promissory Notes, the payment of which are secured by this Deed of Trust, may

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declare the entire remaining unpaid principal balance of said Promissory Notes to be forthwith due and payable and with interest at the rates therein provided until paid and notwithstanding that the date of maturity of the same shall have not yet arrived.

EIGHTH: All the provisions of this instrument shall inure to, apply to and bind the legal representatives, successors and assigns of each of the parties hereto respectively.

NINTH: The trusts hereby created are irrevocable by the Trustors.

IN WITNESS WHEREOF, the Trustors have hereto set their hands the day and year first above written.

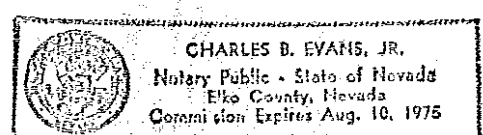
*J. H. Sewell* LIBERTY LIVESTOCK, a co-partnership:  
*Dorothy S. Gallagher* Attorney in Fact  
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 J. H. SEWELL THOMAS H. GALLAGHER

*Mollie S. Sewell*  
*Dorothy S. Gallagher* Attorney in Fact  
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 MOLLIE S. SEWELL DOROTHY S. GALLAGHER

STATE OF NEVADA, )  
SS  
COUNTY OF ELKO. )

On January 2, 1973, personally appeared before me, a Notary Public, ~~J. H. SEWELL~~, ~~MOLLIE S. SEWELL~~, THOMAS H. GALLAGHER and DOROTHY S. GALLAGHER, who acknowledged to me that they executed the foregoing instrument.

*Charles B. Evans, Jr.*  
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NOTARY PUBLIC



STATE OF NEVADA, )

SS )

COUNTY OF ELKO, )

On this 2nd day of January, 1973, personally appeared before me, a notary public, in and for Elko County, DOROTHY S. GALLAGHER, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of J. H. SEWELL and MOLLIE S. SEWELL, and acknowledged to me that she subscribed the name of J. H. SEWELL and MOLLIE S. SEWELL thereto as principal, and her own name as attorney in fact, freely and voluntarily and for the uses and purposes therein mentioned.

  
NOTARY PUBLIC

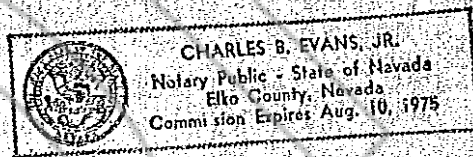


EXHIBIT A

DESCRIPTION

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

PARCEL I

TOWNSHIP 23½ NORTH, RANGE 49 EAST, M.D.B. & M.

Section 1: Lot 3.

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

Section 9: N½NW¼; SE½NW¼; SW¼NE¼.  
Section 10: SE½SW¼; SW¼SE¼.  
Section 12: SW¼SE¼; NE½SE¼.  
Section 13: NE½NW¼; SW¼NW¼; NW¼SW¼.  
Section 14: SE½SE¼.  
Section 15: N½NW¼.  
Section 23: NE½NE¼; SW¼NE¼; W¼SE¼.  
Section 26: W¼E¼; NE½NW¼.  
Section 35: E½W¼.

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

Section 2: Lot 3, SE½NW¼.  
Section 7: Lot 2.

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

Section 24: SE½NW¼; NW¼SW¼.  
Section 25: S½SW¼; SE¼.  
Section 28: W¼NE¼; SE¼N¼; S½SW¼.  
Section 32: SE½NE¼.  
Section 33: NW¼NW¼.  
Section 35: E½NE¼; SW¼N¼; E½SW¼; SE¼.  
Section 36: NW¼NW¼; NW¼; NW¼SW¼.

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

Section 1: SE½NE¼; W¼W¼; E½SE¼.  
Section 11: NE½NE¼.  
Section 12: E½NE¼; NE¼; E¼.  
Section 24: E½SE¼.

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PARCEL NO. I CONTINUED:

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

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

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

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

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

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

PARCEL NO. II

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

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

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

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

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 DAMELE, 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 NINA J. CARROLL, as recorded August 24, 1951 in Book 24 of Deeds at page 161, all Eureka County, Nevada, Records.

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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 $\frac{1}{4}$ .

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 DANIELL, 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 cements, hereditaments and appurtenances thereto 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, pertaining 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 hereafter used upon or in connection with said parcels of real property.

TOGETHER WITH one-half (1/2) of all minerals, oil or gas, presently owned by the Sellers, lying on, in or under the above parcels of real property, SUBJECT TO that certain oil and gas mining lease dated December 10, 1957 between CHARLES DANIELL, LEO J. DANIELL and JOHN V. DANIELL, a co-partnership doing business under the name of FREDERICK DANIELL & SONS, and all of the County of Eureka, State of Nevada, First Parties and Lessee, and MODOC MINERAL AND OIL CO., INC., a Nevada Corporation, Second Party and Lessee, and the First Parties hereby assign unto the Second Party an undivided one-half interest in and to said oil and gas mining lease.

RESERVING, HOWEVER, unto the Sellers, one-half (1/2) of all minerals, oil or gas, presently owned by the Sellers, lying on, in or under the above parcels of real property, and an undivided one-half interest in and to the above mentioned oil and gas mining lease between First Parties herein and MODOC MINERAL AND OIL CO., INC., together



with the exclusive right at all times to enter upon or in said land to prospect for and drill, bore and recover and remove the same, it being understood that the right to enter upon or in said land, to prospect for and to drill, bore and recover and remove the same will be done in such a manner that it will not disrupt the operations on said premises or cause damage to said premises or surface or underground waters or water rights appurtenant thereto.

RECORDED AT THE REQUEST OF First American Title Co. of Nevada  
on Jan. 29, 19 73, at 30 mins. past 4 P. M. to  
Book 44 of OFFICIAL RECORDS, page 347-355, RECORDS OF  
EUREKA COUNTY, NEVADA William A. DeLoe Recorder  
File No. 57023 Fee \$11.00