

EU-6607

Return To:

Title Insurance & Trust Co.

P.O. Box 1560

Elko, Nevada 89801

57306

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 27th day of April, 1973, by and between FLOYD C. SLAGOWSKI and CHARLENE S. SLAGOWSKI, his wife, of Carlin, Nevada, as Grantor, and TITLE INSURANCE AND TRUST COMPANY, as Trustee, and JOSEPH L. RAND and ELLEN M. RAND, his wife, as joint tenants with right of survivorship and not as tenants in common, of Carlin, Nevada, Beneficiary,

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Township 28 North, Range 52 East, MDB&M

Section 22: SE $\frac{1}{4}$;
23: S $\frac{1}{4}$;
24: SW $\frac{1}{4}$;

Together with all fences, corrals, buildings, and other improvements thereon or used in connection therewith;

Together with all rights, privileges, interest, permits, and licenses of the Sellers to graze livestock upon the public domain which are based upon or used in connection with the operation of said ranch property.

Together with all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, springs, wells, pumps, pumping stations, engines, rights of way, and all other means for the diversion or use of water appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stock watering, domestic or any other use, or for the drainage of all or any part of said lands, including vested water rights, permitted water rights and certificated water rights issued by the State Engineer's Office of the State of Nevada together with all certificates of appropriation and any and all applications to appropriate the waters of the State of Nevada, which are appurtenant to the above-described real property, or any part thereof, or used or enjoyed in connection therewith.

Together with all stock watering rights vested, certificated or permitted now or heretofore or hereafter used in connection with the use of said lands or public domain grazing lands, including all stock watering sources located on the above-described real property or

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on any public domain or other lands, but used in connection with the foregoing described lands or the grazing permits and privileges hereinbefore described.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated the 27th day of April, 1973, in the principal amount of ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$122,000.00), with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said note contained and of all renewals, extensions, revisions and amendments of the above-described notes and any other indebtedness or obligation secured hereby.

To protect the security of this Second Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Second Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Second Deed of Trust as security.

2. The Grantor shall: 1) properly care for and keep the property herein described and all buildings, fences, corrals, stock

watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures thereon in at least the condition, order and repair existing on the date of this Second Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvement as herein provided; 2) not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved or substituted therefore by a like item of at least equal value, quality and use; 3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; 4) farm, maintain and irrigate the meadow and pasture areas of the premises for which water rights exist in at least the same husbandmanlike manner as was being applied thereto prior to the date of this Second Deed of Trust; 5) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection with any portion of the premises as of the date of this Second Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; 6) graze and manage the grazing areas of the lands subject to this Second Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located; 7) apply for active use and utilize or take non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the lands subject to this Second Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantor. The Grantor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1; 3; 4 (78); 5; 6;

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7 (reasonable); 8; and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Second Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Second Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Second Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Second Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. The Promissory Note secured by this Second Deed of Trust is made a part hereof as if fully herein set out.

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the

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note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Second Deed of Trust.

10. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

11. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

12. Any notice given to Grantor under Section 107.080 of N.R.S. of in connection with this Second Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Second Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

13. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

14. This Second Deed of Trust is subordinate and subject to that Deed of Trust dated July 27, 1964, given by JOSEPH L. RAND and ELLEN M. RAND, his wife, herein for the benefit of THE FEDERAL LAND BANK OF BERKELEY, recorded Book 5, Page 536, Official Records, Eureka County Recorder's Office.

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IN WITNESS WHEREOF, the Grantor has executed these presents
the day and year first above-written.

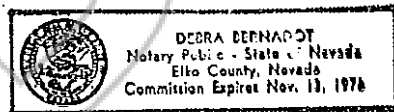
Floyd S. SLAGOWSKI
FLOYD C. SLAGOWSKI

Charlene S. SLAGOWSKI
CHARLENE S. SLAGOWSKI
Address: Carlin, Nevada 89822

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On 27 April, 1973, personally appeared before
me, a Notary Public, FLOYD C. SLAGOWSKI and CHARLENE S. SLAGOWSKI, his
wife, who acknowledged that they executed the above instrument.

Debra Bernadot
NOTARY PUBLIC



RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
on May 3 1973 of 44 pages, page 10 A. M. W.
Book 45 of OFFICIAL RECORDS, page 348-353 RECORDS OF
ELKO COUNTY, NEVADA Debra Bernadot Recorder
File No. 57306 Fee \$ 8.00
FILE NO. 57306

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