59254

DEED OF TRUST

day of <u>August</u>, 1974, by and between GEORGE SCHWINN and LOMA SCHWINN, his wife, hereinafter called Trustors; TITLE INSURANCE AND TRUST COMPANY, hereinafter called Trustee; and ROBERTR CAMPBELL and IRENE B. CAMPBELL, his wife, hereinafter called Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular:

WITHESEFTH:

THAT WHEREAS, the Trustor is indebted to the said
Beneficiary in the sum of ONE HUNDRED FIVE THOUSAND AND 00/100
(\$105,000.00) DOLLARS lawful 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 Trustor to the said Beneficiary, which Note is in the principal sum of \$105,000.00, lawful money of the United States of America, together with interest thereon at the rate of seven percent (7%) per annum.

NOW, THEREFORE, the said Trustor, 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 said Trustor, or which may be paid out, or advanced by said Beneficiary or Trustee under the provisions of this instrument, with interest, and further in 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, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the County Eureral State of Nevada, more particularly described as follows:

EVANS & BILYEU
PROFESSIONAL CENTER
ELEO, NEVADA 89801

-OOK 49 PAGE 535

**

See Exhibit A attached hereto and incorporated herein by reference.

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

Being in trust, nevertheless, for the benefit and security of the Beneficiary 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 Trustor to said Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby

The following covenants: One; Two, (none); Three; Four, (7%); Five; Six; Seven, (reasonable); Eight and Nine of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

The Trustor shall: (1) properly care 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 Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvements 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 therefor 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 husbandlike manner as was being applied thereto prior to the date of this 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

LAW OFFICES
EVANS & BILYEU
PROFESSIONAL CENTER
ELEC, NEVADA 89801

49 PAGE 536

as of the date of this 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 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 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 Trustor. The Trustor shall not do or permit to be done, by act of omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by the said Beneficiary, or his heirs, executors, administrators or assigns, to the Trustor, or any successors in interest of the Trustor, and any present or future demands of any kind or nature which the Beneficiary or his heirs, executors, administrators or assigns, may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise and agreement herein or in said Note, or Notes, contained.

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

Said Trustor, in consideration of the premises, does

LAW OFFICES

BYANS & BILYEU

PROFESSIONAL CENTER

4.9 PAGE 537

hereby covenant and agree that neither the acceptance nor the 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 hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustor, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the Trustor.

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

GEORGE SCHWINN

Loma Schuin

LOMA SCHWINN

STATE OF NEVADA)

COUNTY OF ELKO)

On this 20th day of August , 1974, personally appeared before me, a Notary Public, GEORGE SCHWINN and LOMA SCHWINN, who acknowledged to me that they executed the foregoing instrument.

NOTARY PUBLIC

Note 1 State of Néveda

Elko County

My commission expires August 13, 1977

LAW OFFICES

EVANS & BILYEU

PROFESSIONAL CENTER

ELKO, NEVADA 89801

49

538

TOWNSHIP 19 NORTH, RANGE 54 HAST, M.D.B. EM.

SW 1/4 SW 1/4 Section

Section 5: 5M 1/4 50 1/4; SE 1/4 of NW 1/4; Section 8: N 1/2 of SE 1/4; SE 1/4 of NW 1/4; SY 1/4 of NE 1/4 Section 9: NW 1/4 SW 1/4; S 1/2 SW 1/4 Section 16: E 1/2 NW 1/4; NE 1/4 SW 1/4; W 1/2 SE 1/4; SE 1/4 SE 1/4,

EXCEPTING from Sections 5, 8 and 9 the following right of way, 20 feet in width, over and ecross the SN 1/4 SN 1/4 of Section 5; N 1/2 NN 1/4, SW 1/4 NE 1/4 and ME 1/4 SE 1/4 of Section 3 NW 1/4 SW 1/4 of Section 9, all in Township 19 North, Range 54 East, M.D.B.&M., for pole lines, conduits, underground cables and incidental purposes, as granted to the Bell Telephone Company of Meyada, in Right of May recorded February 13, 1948, in Book 23, Page 236, File No. 27148 of Deeds, Eureka County, Nevada.

TOWNSHIP 20 NORTH, RANGE 54 FAST, M.D.B.SM.

Section 30: SE 1/4 SW 1/4; SW 1/4 SE 1/4 Section 31: Lots 2 and 3; Lot 6; NW 1/4 NE 1/4 Section 32: SW 1/4 NN 1/4; NE 1/4 SW 1/4 Section 33: N 1/2 SM 1/4

It is the intention of the Sollers herein to sell and convey to the Euyers all of the real property and appurtement rights comprising the Hunter Ranch situated in the County of Eureka, State of Mevada, whether the same is herein above accurately described or not.

TOGETHER WITH all buildings, improvements and appurtenances situate thereon, together with all machinery and equipment used in connection therewith.

TOGETHER WITH all waters, water rights, rights to the use of water, dams, ditches, cansls, pipelines, reservoirs and all other means for the diversion or use of waters appurtenant to the said property, or any part thereof, or used or enjoyed in connection therewith; and together with all stockwatering rights used or enjoyed in connection with the use of any of such lands including those on the public domain, and including the following:

Poison Canyon Spring State Certificate No. 1357 Dry Canyon Spring State Certificate No. 1358 State Certificate No. 1951 Simpson Creek DePaoli Creek Spring State Certificate No. 1952 Simpson #2 Spring State Certificate No. 2810

Simpson Spring #1 Wood Trough Spring Green Canyon Spring Euroka Canyon Spring Bennett Spring Cottonwood Spring Ditch Canyon Four-Eyed Nick Spring Rose Spring Hud Spring Rocky Knoll Spring

TOGETHER WITH all oil, gas and mineral rights appurtenant to the subject real property owned by the Sellers.

TOGETHER WITH all range rights, grazing rights and grazing permits, and in particular, without limitation thereto, all rights owned by the Sellers to graze livestock on the public domain under which is known as the Taylor Grazing Act, used or enjoyed in connection with any range rights and grazing rights, including

rights to graze livestock on the public domain under permits granted by the Eureau of Land Managements of the United States Department of the Interior which may be hereafter acquired, and which may be attached to or used in connection with any of the above-described real property.

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.

SECONDED AT THE REQUEST OF Title Insurance & Trust Co.

Sep. 11 1974 at 36 min. past 2 P. M.

Book 49 of OFFICIAL RECORDS, page 535-540 RECORDS OF

WHEKA COUNTY, NEVADA SULLAY G. DE CONTROL

NA. 59254

FILE NO. 59254