

64262

DEED OF TRUST

THIS DEED OF TRUST, made this 17<sup>th</sup> day of November, 1977, by and between WILLAMETTA K. DAY, a single woman, as Grantor, and SECURITY NATIONAL BANK OF NEVADA, as Trustee, and JOHN C. CARPENTER, JR. and ROSEANN S. CARPENTER, his wife, as joint tenants with rights of survivorship and not as tenants in common, as Beneficiaries.

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:

PARCEL I

TOWNSHIP 30 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 13: All  
Section 23: All  
Section 27: All

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 3: All  
Section 7: All  
Section 9: All  
Section 17: All  
Section 19: All

EXCEPTING THEREFROM 90% of the right, title and interest of the STRATHEARN CATTLE COMPANY in and to coal, oil, gas and other minerals of every kind and nature whatsoever existing upon, beneath the surface of, or within said lands, as reserved in Deed dated May 2, 1959, from STRATHEARN CATTLE COMPANY, et al, to MAE NICHOLS, recorded May 24, 1959, in Book 25 of Deeds at page 297, Eureka County, Nevada records, and as reserved in Deed dated May 30, 1959, from STRATHEARN CATTLE COMPANY, et al, to MARTIN MAGNUSON, et al, recorded June 10, 1959, in Book 25 of Deeds at page 310, Eureka County, Nevada records.

PARCEL II

TOWNSHIP 31 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 29: All  
Section 33: All

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom within or

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VAUGHAN, HULL, MARFISI & MILLER, LTD.  
ATTORNEYS AND COUNSELORS  
600 IDAHO STREET  
ELKO, NEVADA 89601

BOOK 62 PAGE 95

See Book 62, Page 102 for Assignment  
As Collateral Security.

See Book 70 of O/R  
Page 224 for  
Full Reconveyance

underlying said lands as reserved in Deed dated March 18, 1959, from SOUTHERN PACIFIC COMPANY to MARTIN T. MAGNUSON, et al., recorded April 23, 1959, in Book 25 of Deeds at page 310, Eureka County, Nevada records.

PARCEL III

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: NE1/4 SE1/4

PARCEL IV

TOWNSHIP 30 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: N1/2; SW1/4; S1/2 SE1/4; NW1/4 SE1/4  
Section 10: NW1/4; NW1/4 NE1/4; N1/2 SW1/4; SW1/4 SW1/4  
Section 16: NW1/4; NW1/4 NE1/4; N1/2 SW1/4; SW1/4 SW1/4

TOWNSHIP 31 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 34: Lots 1 and 2 (S1/2 SW1/4) NW1/4 SW1/4;  
SW1/4 NW1/4

EXCEPTING THEREFROM all minerals as reserved in Patent executed by UNITED STATES OF AMERICA recorded September 23, 1964, in Book 6 of Official Records at page 34, Eureka County, Nevada.

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

TOGETHER WITH all fences and improvements thereon owned by Grantor and all Grantor's interest in improvements in public lands within or on the boundary of the BLM grazing allotment within which these lands are located.

TOGETHER WITH all springs, waters, wells and water rights on or appurtenant to the lands owned by Grantor and all water rights to water on the public lands in the BLM allotment within which these lands are located and all stockwater facilities and equipment now on such lands or said public lands.

TO HAVE AND TO HOLD the same unto the 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 of even date herewith, in the principal amount of \$281,484.00, 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 obligations 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 Note and any other indebtedness or obligation secured hereby.

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

1. The Beneficiary has the right to record notice that this 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 the Deed of Trust as security.

2. The grantor shall: A) properly care for and keep the property herein described and all fences, corrals, stock watering facilities, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed 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 improvement as herein provided; B) not remove or demolish all or any portion of any 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; C) not commit or permit any waste of the land,

improvements and fixtures on said premises; D) 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 Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; E) 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; 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, 2, 3, 4 -(8 3/4), 5, 6 -(which covenant is 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 deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this 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. Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO GRANTOR, HOWEVER, the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any

agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time with or without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in the Beneficiary's own name sue for or otherwise collect such rents, issues and profits, (including those past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within 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 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 arrived.

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

10. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantors or any Maker of the Note secured hereby of a general assignment for



the benefit of creditors, shall constitute a default under this Deed of Trust.

11. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

12. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

13. 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.

14. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. 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.

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

16. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release

or discharge thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

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

Willametta K. Day  
WILLAMETTA K. DAY

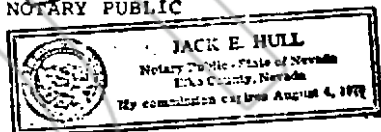
GRANTOR'S ADDRESS:

Beowawe, Nevada

STATE OF NEVADA )  
COUNTY OF ELKO ) SS.

On this 17<sup>th</sup> day of NOVEMBER, 1977, personally appeared before me, a Notary Public, WILLAMETTA K. DAY who acknowledged that she executed the above instrument.

Jack E. Hull  
NOTARY PUBLIC



61262

RECORDED AT THE REQUEST OF First American Title Co. of Nevada  
on November 23, 1977 at 04 min. past 8 A. M. in  
Book 62 of OFFICIAL RECORDS, page 95-101 RECORDS OF  
ELKO COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 64262 Fee \$ 9.00