

67925

DEED OF TRUST

THIS DEED OF TRUST, made as of the 15th day of April, 1973, by and between ROY SHURTZ and LISA SHURTZ, his wife, of the City of Elko, County of Elko, State of Nevada, Trustors, and FRONTIER TITLE COMPANY, Trustee; and BATTISTA TOMERA, JR., a married man, as to an undivided one-half interest, and GEORGE TOMERA, a single man, as to an undivided one-half interest, Beneficiaries;

W I T N E S S E T H:

That Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

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 \$600,000.00, with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustors payable to the Beneficiaries or order, and any and all extensions or renewals thereof.

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

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

See Book 69, Page 283
for Assumption Agreement

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustors 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 Beneficiaries have 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 Trustors for which the Beneficiaries may claim the Deed of Trust as security.

2. The Trustors 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 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 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 appurte-

nant 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; 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 Trustors. The Trustors 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 (existing indebtedness), 3, 4 (5%), 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), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors shall keep the buildings and improvements and personal property the subject of this sale insured in an amount equal to the existing indebtedness. Beneficiaries herein are to be named as First Loss Payees as their interest may appear. A copy of the policy in force shall be delivered from time to time to the Beneficiaries.

In the event of a loss covered by fire insurance policy

the Trustors 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:

- A. Within sixty days after the loss give written notice to the Beneficiaries outlining the contemplated work and estimated cost thereof and guaranteeing that the work will be completed within a reasonable time.
- B. The insurance proceeds shall be escrowed with FRONTIER TITLE COMPANY, Elko, Nevada, with instructions to apply the same on the work as the same is completed.
- C. The escrow instructions shall be executed by the Trustors and Beneficiaries herein. The Trustors shall pay all charges of escrow and the balance of the work if said insurance proceeds are not sufficient.
- D. If the Trustors fail to exercise their right to rebuild, replace or repair, then the insurance proceeds shall be applied on the obligation of the Trustors to the Beneficiaries.

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

5. The Beneficiaries and any persons authorized by the Beneficiaries 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 Trustors shall be entitled less costs and expenses of litigation is hereby assigned by the Trustors to the Beneficiaries, who are 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.

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7. Trustors hereby give to and confer upon Beneficiaries the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO TRUSTORS, HOWEVER, the right, prior to any default by Trustors 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, Beneficiaries 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 Beneficiaries 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 Beneficiaries 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, 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 30 days after written notice of default and of election to sell said property given in the manner provided by Nevada Revised Statutes 107.080 as in effect on the date of this Deed of Trust, Beneficiaries 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 Trustors, or against any of the makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Trustors hereof or any maker of the Note secured hereby; or the making by any of the Trustors 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. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

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

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13. Any notices to be given trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures on this Deed of Trust or at such substitute address as Trustors may designate in writing duly delivered to Beneficiaries 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 conclusive to be the correct address of Trustors 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 Trustors.

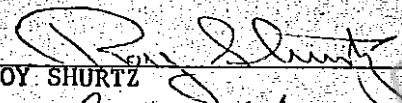
14. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

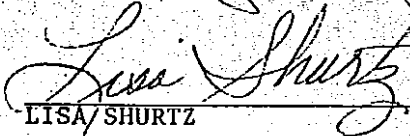
15. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligation of each Trustor hereunder shall be joint and several. The word Trustor and any reference thereto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

16. It is expressly agreed that the trusts created hereby are irrevocable by the Trustors.

17. The Trustors hereby covenant and agree 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 Trustors have executed these presents as of the day and year first hereinabove written.


ROY SHURTZ

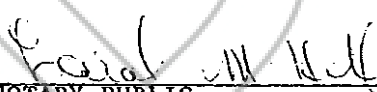

LISA SHURTZ

Trustors' Address:

148 West Cedar
Elko, Nevada 89801

STATE OF NEVADA }
COUNTY OF ELKO } SS.

On this 26th day of February, 1979, personally appeared before me, a Notary Public, ROY SHURTZ and LISA SHURTZ, his wife, who acknowledged that they executed the foregoing instrument.


NOTARY PUBLIC



Parcel 1:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All (Fractional)
Section 3: All
Section 11: All
Section 13: All
Section 15: All

TOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 33: All
Section 35: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: SW1/4; That portion of the N1/2 lying Westerly of Nevada State Highway No. 51.
Section 7: All
Section 9: That portion of the W1/2 lying Westerly of Nevada State Highway No. 51.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 31: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

A parcel of land in the NE1/4NE1/4, Section 8 and the W1/2, Section 9, T. 30 N. R. 52 E., M.D.B.&M., Eureka County, Nevada, more particularly described as follows:

Beginning at the northwesterly corner of said parcel, a point on the easterly right-of-way line of that public highway described in Book 24, Pages 307-309, Eureka County Deeds (Parcel No. 4), a 6-inch redwood fence post set in right-of-way fence from which the NW corner of Section 4, T. 30 N., R. 52 E., M.D.B.&M., bears N 0° 19' 53" E, 5961.71 feet as Corner No. 1, the point of beginning,

thence S 80° 36' 01" E 1504.64 feet to Corner No. 2, a 6-inch redwood fence post,

thence S 1° 44' 13" E 973.27 feet to Corner No. 3, a 6-foot steel fence post,

thence S 31° 30' 33" W 2530.71 feet to Corner No. 4, a point on the easterly right-of-way line of the above-referred highway, a 6-foot steel fence post,

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Exhibit A

thence along said right-of-way, from a tangent bearing N 3° 20' 48" W on a curve to the right, with a radius of 3900 feet, through a central angle of 10° 53' 10", an arc distance of 740.99 feet to Corner No. 5,

thence continuing along said right-of-way N 7° 32' 22" E 515.24 feet to Corner No. 6,

thence continuing along said right-of-way, from a tangent bearing on the last described course, on a curve to the left, with a radius of 3100 feet, through a central angle of 20° 24' 10", an arc distance of 1103.99 feet to Corner No. 7,

thence continuing along said right-of-way N 12° 51' 48" W 1055.56 feet to Corner No. 1, the point of beginning.

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom reserved in Deed from Southern Pacific Land Company, recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided one-half interest in and to all other minerals reserved in Deed from Eureka Livestock Company, a co-partnership et al, recorded November 4, 1955, in Book 24, Page 478, Deed Records, Eureka County, Nevada.

Parcel 2:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 2: All (Fractional)
Section 4: Lots 1, 2, 3; SE1/4NW1/4; SE1/4
Section 10: All
Section 12: All
Section 14: N1/2; SW1/4; N1/2SE1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: That portion of the SE1/4 lying westerly of Nevada State Highway No. 51.
Section 6: All
Section 8: All that portion lying westerly of Nevada State Highway No. 51.
Section 16: That portion of the W1/2NW1/4 lying Westerly of Nevada State Highway No. 51.
Section 17: All
Section 18: E1/2

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TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 32: W1/2; W1/2SE1/4; That portion of the SE1/4SE1/4 lying westerly of Nevada State Highway No. 51.

Parcel 3:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 4: S1/2NE1/4

parcel 4:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 14: S1/2SE1/4

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 18: Lots 1, 2, 3 & 4; E1/2W1/2

EXCEPTING FROM Parcels 1 and 2 above described that certain parcel of land more particularly described as follows:

A triangular tract of land lying in Sections 10 and 15, Township 30 North, Range 51 East, M.D.B.&M., Eureka County, Nevada, being more particularly described as follows:

Beginning at the SE corner of Section 15 as Corner No. 1, the point of beginning,

thence along the South line of said Section 15, N 89° 58' W 8318.64 feet to Corner No. 2, the SW corner of said Section 15,

thence along the line between Sections 15 and 16 North 1072.50 feet to Corner No. 3, the SW corner of Section 10,

thence along the line between Sections 9 and 10, N 0° 23' W 2565.42 feet to Corner No. 4, the W1/4 corner of said Section 10,

thence S 66° 23' 42" E 9096.97 feet to Corner No. 1, the point of beginning.

TOGETHER WITH all buildings and improvements situate thereon.

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TOGETHER WITH all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, and all other means for the diversion or use of water appurtenant to the said property, or any part thereof.

TOGETHER WITH all mineral rights, oil or gas owned by the Sellers herein lying on, in or over the above described real property.

TOGETHER WITH all existing easements and rights of way benefiting the above-described real property, including, but not limited, to all easements and rights of way for ingress and egress to said property.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock upon the Public Domain under what is known as the Taylor Grazing Act used or enjoyed in connection with said property.

TOGETHER WITH any and all rights in any range improvement project or cooperative agreements constructed on the public domain in cooperation with the Bureau of Land Management, and all of the Grantors' right in and to any and all other corrals, improvements or structures located on the public domain.

SUBJECT TO all road and utility easements and any and all other easements and rights of way of record.

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.

67925

RECORDED AT THE REQUEST OF Frontier Title Company
on March 14 1979 at 34 min. past 9 A. M. in
Book 69 of OFFICIAL RECORDS, page 265-276 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 67925 Fee \$ 14.00

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