

92904

DEED OF TRUST

1 THIS DEED OF TRUST, made and entered into as of
2 the 20th day of January, 1984, by and between THOMAS
3 J. MEAL and SARAH A. LAYER, of the City and County of Salt
4 Lake, State of Utah, First Parties, hereinafter called the
5 Grantors; FRONTIER TITLE COMPANY, a corporation, Second
6 Party, hereinafter called the Trustee; and WESTERN LANDS
7 INVESTMENTS, INC., an Idaho Corporation, Third Party, being
8 hereinafter called the Beneficiary; it being understood that
9 the words used herein in any gender includes all other
10 genders, the singular number includes the plural, and the
11 plural the singular,

W I T N E S S E T H:

13 THAT WHEREAS, the Grantors are indebted to the
14 Beneficiary, WESTERN LANDS INVESTMENTS, INC., in the sum of
15 ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00), lawful
16 money of the United States of America, and have agreed to
17 pay the same according to the terms and tenor of a certain
18 Promissory Note of even date herewith, and made, executed
19 and delivered by said Grantors to said Beneficiary, which
20 note is in the words and figures as follows, to-wit:
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T.O. 13087(8)

1 NOW, THEREFORE, the said Grantors, for the purpose of
2 securing the payment of said Promissory Note, and also the
3 payment of all monies herein agreed or provided to be paid
4 by the said Grantors, or which may be paid out or advanced
5 by the said Beneficiary or Trustee under the provisions of
6 this instrument, with interest in each case, do hereby
7 grant, bargain, sell, convey and confirm unto the said
8 Trustee all of the right, title and interest, claim and
9 demand, as well in law as in equity, which the said Grantors
10 may now have or may hereafter acquire of, in or to the
11 following described real property situate in the County of
12 Eureka, State of Nevada, and being more particularly
13 described as follows, to-wit:

14 TOWNSHIP 27, North, Range 52 East, MDB&M

15 Section 11: Lots 2, 3 and 4; NE $\frac{1}{4}$ SW $\frac{1}{4}$
16 Section 14: Lots 2, 6 and 7; SW $\frac{1}{4}$ NE $\frac{1}{4}$
17 Section 21: SE $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{4}$ SE $\frac{1}{4}$

18 TOGETHER WITH any and all improvements situated
19 thereon, or which may be placed thereon during the
20 life of this Deed of Trust.

21 TOGETHER WITH all waters, water rights, rights to
22 the use of water, dams, ditches, canals, pipelines,
23 reservoirs and all other means for the diversion
24 or use of water appurtenant to the said property
25 or any part thereof, or used or enjoyed in
26 connection therewith, and together with all
stockwatering rights used or enjoyed in connection
with the use of any of said lands.

TOGETHER WITH BLM grazing privileges for 75 AUMs
active use and 25 AUMs suspended nonuse,
comprising Grantors' federal range permit in the
"Bruffy Allotment".

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

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

10 The following covenants, Nos. 1, 2 (),
11 3, 4 (11%), 5, 6 7 (legal rate), 8 and 9 of NRS 107.030, are
12 hereby adopted and made a part of this Deed of Trust.

13 This Deed of Trust also secures payment for further
14 sums and the promissory notes evidencing the same, together
15 with interest as shall be provided for therein, as may
16 hereafter be loaned or advanced by Beneficiary to the
17 Grantors.

18 Said Grantors, inconsideration of the premises, hereby
19 covenant and agree that neither the acceptance nor
20 existence, now or hereafter, of other security for the
21 indebtedness secured hereby, nor the release thereof, shall
22 operate as a waiver of the security of this Deed of Trust,
23 nor shall this Deed of Trust, nor its satisfaction nor a
24 reconveyance made thereunder, operate as a waiver of any
25 such other security now held or hereafter acquired.

26 Said Grantors hereby covenant and agree that they will
operate the ranch premises according to dictates of good
husbandry, as defined by ranch practice in the area in which
the ranch is located; that they will apply the water rights

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1 to beneficial use, all to the end that the same will not be
2 lost by abandonment or forfeiture; that they will apply for
3 and use the grazing rights, or if not used, they will apply
4 for proper non-use, all to the end that the same will not be
5 terminated by the Bureau of Land Management and that they
6 will maintain the premises in as good condition as they are
7 now in, reasonable wear and tear excepted.

8 IN WITNESS WHEREOF, the said Grantors have hereunto set
9 their hands as of the day and year first hereinabove
10 written.
11

12 *Thomas J. Meal*
13 THOMAS J. MEAL
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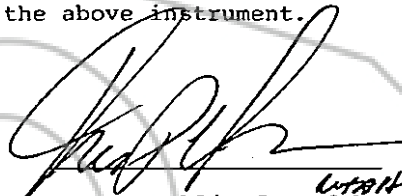
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17 *Sarah A. Layer*
18 SARAH A. LAYER
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STATE OF ^{WTO 4} IDAHO)
County of ^{SALT LAKE} ~~Twin Falls~~) ss.

On January 30, 1984, personally appeared before me, a Notary Public, THOMAS J. MEAL and SARAH A. LAYER, who acknowledged that they executed the above instrument.




Notary Public for ^{UTAH} ~~Idaho~~
Residing at UTAH

RECORDED AT REQUEST OF
Frontier Title Co.
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84 MAR 1 AID: 61

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.H. REBALCATT, RECORDER
FILE NO. 42904
FEE \$ 9.00

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