

B. P.
J. R. M.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of ~~April~~ July, 1971, by and between JOHN R. MOSER, of Las Vegas, County of Clark, State of Nevada, hereinafter called "Grantor", and ALBERT GIANOLI or WALTER J. BENSON, of Ely, County of White Pine, State of Nevada, hereinafter called the "Trustee", and BERTRAND PARIS, JR., and PIERRE V. PARIS, of Ely, County of White Pine, State of Nevada, hereinafter called the "Beneficiary".

W I T N E S S E T H:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described AUM's and water and water rights, together with the improvements thereon and everything appurtenant thereto, situate in the State of Nevada, to-wit:

2,194 sheep AUM's in that portion of the Crescent Allotment south of the red line, as shown on the Map, marked Exhibit "A", attached hereto and made a part hereof for all purposes, and as set forth in the B.L.M.'s letter dated March 16, 1971, addressed to Mr. John Moser, 510 Falcon Lane, Las Vegas, Nevada, which said letter is incorporated herein by reference.

Together with an undivided one-half (1/2) interest in and to the following described water and water rights, situate, lying and being in the County of Lincoln, State of Nevada, to-wit:

Crescent Spring, Application No. 5552, Certificate No. 2332.

Monte Spring, Application No. 6070, Certificate No. 766.

Horse Spring, Application No. 6069, Certificate No. 804.

In trust nevertheless, to secure to the above named Beneficiary, the payment of Seventeen Thousand Eight Hundred Sixty-one Dollars and Forty-eight Cents (\$17,861.48), together with interest thereon at Eight Percent (8%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

THIS DEED OF TRUST shall be security for all indebtedness

1 not otherwise herein provided for that may hereafter during the
2 continuance of this Deed of Trust be due, owing and existing
from the said Grantor to the said Beneficiary.

3 The following covenants, Nos. 1; 2 (Insurance), \$00.00,
4 3; 4 (Interest) 8% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8
and 9 of NRS 107.030, are hereby adopted and made a part of this
5 Deed of Trust.

6 Said Grantor, in consideration of the premises, hereby
7 covenants and agrees that neither the acceptance nor existence,
now or hereafter, of other security for the indebtedness secured
8 hereby, nor the release thereof, shall operate as a waiver of
9 the security of this Deed of Trust, nor shall this Deed of Trust
nor its satisfaction, nor a reconveyance made thereunder, operate
as a waiver of any such other security now held or hereafter
acquired.

10 Said Grantor further covenants and agrees that he will,
11 during the life of this Deed of Trust, keep the improvements
situate and being upon the above described AUM's and water and
12 water rights in as good a state of repair as the same now are,
and that in the event that the said Grantor makes any improvements
13 in or upon or to the above described premises, that the said
Beneficiary shall be protected from any mechanics' liens of any
14 kind whatsoever either for work and labor done or performed or
materials furnished, and to that end the said Grantor agrees
15 to file a Notice of Non-Responsibility in accordance with the
requirements of the Statutes of the State of Nevada. It is further
16 understood and agreed that the breach of either, any or all of
the conditions herein set forth shall be sufficient ground for
17 the Beneficiary to proceed to foreclose the said Deed of Trust
in accordance with the provisions of the Statutes of the State
18 of Nevada, as in such cases made and provided.

19 The undersigned Grantor requests that a copy of any
20 Notice of Default and of any Notice of Sale hereunder be mailed
to him at his address hereinbefore set forth.

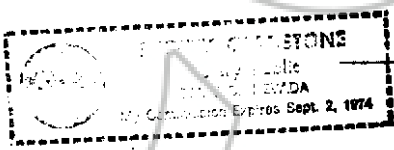
21 The word "Grantor" and the language of this instrument
shall, where there is more than one Grantor, be construed as
22 plural, and be binding on all Grantors, and upon his or their
heirs, successors, executors, administrators and assigns.

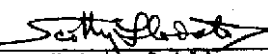
23 IN WITNESS WHEREOF, the said Grantor has hereunto caused
24 the foregoing to be executed the day and year first above written.

25 
26 John R. Moser

27 State of Nevada, }
28 County of Clark. } ss.

29 On July 1, 1971, personally appeared before
30 me, JOHN R. MOSER, who acknowledged that he executed the above
instrument.



31 
32 Notary Public

(2 and last)

No. 50810 recorded at the request of C. E. Horton at 11:10 a.m. this 3 day of
September A.D. 1971 in Book 2 on page 507- Official Records of Lincoln County, Nevada
509


County Recorder

EXHIBIT "A"

