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STATE OF NEVADA

83107

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made July 27, 1964 between

JOSEPH L. RAND and ELLEN M. RAND, his wife,

herein called Grantor, THE FEDERAL LAND BANK OF BERKELEY, a corporation, Trustee, and THE FEDERAL LAND BANK OF BERKELEY, a corporation, Berkeley, California, Beneficiary;

WITNESSETH: That Grantor hereby grants unto said Trustee, with power of sale, the following-described real property in Eureka County, Nevada.

Parcel 1: (Township 28 North, Range 52 East, Mount Diablo Base and Meridian)

- Section 22: The Southeast quarter;
- Section 23: The South half;
- Section 24: The Southwest quarter.

Parcel 2: (Township 27 North, Range 52 East, Mount Diablo Base and Meridian)

- Section 11: Lots 2, 3, 4, and the Northeast quarter of the Southwest quarter;
- Section 14: Lots 2, 6, 7, and the Southwest quarter of the Northeast quarter;
- Section 21: The Southeast quarter of the Northeast quarter; the North half of the Southeast quarter.

Containing 1046.2 acres, more or less.

Subject to existing rights of way, and existing reservations of mineral rights.

TOGETHER with the following water rights:

- (a) The right to use the waters of Hot Springs for the irrigation of the above described land in Sections 22, 23 and 24, Township 28 North, Range 52 East, Mount Diablo Base and Meridian, as more fully described in Proof of Appropriation 01254, Certificate 162, filed in the State Engineer's Office;
- (b) The right to stock water from Pony Creek, as more fully described under Application 8538, Certificate 2077, filed with the State Engineer;
- (c) All other stock water from whatever source used in the operation of this live-stock unit.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic and stock watering uses, including ditches, laterals, conduits, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used in connection therewith, and all wind machines used on said land, which pumping plants and wind machines are hereby declared to be fixtures; all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way, and appurtenances to said land, and the rents, issues, and profits thereof;

As security for the payment of: (a) \$21,800.00, with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on December 1, 1964

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$1,090.00 each, plus interest, until paid in full; (b) all other obligations under said note; (c) any additional money Beneficiary may hereafter loan to Grantor, his successors, or any of them, as advance(s) hereunder, with interest as prescribed in the note(s) evidencing such advance(s); (d) all money advanced to any receiver of said premises, with interest at 6 per cent per annum; (e) all other money advanced as hereinafter provided; (f) all renewals, reamortizations, and extensions of indebtedness secured hereby;

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas, and mineral leases, and rights affecting said premises, and all money payable to Grantor in the event of cancellation of any grazing leases, permits, or licenses, used with said land; and pledges

Upon Grantor's default or breach, all stock and contracts then pledged may be sold with the land, at public or private sale, without demand for performance and without notice of such sale to Grantor or any person;

Grantor covenants and agrees that:

- (1) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor;
- (2) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default;
- (3) Releases from personal liability shall not affect the personal liability of any person not specifically released;
- (4) All condemnation awards and damages shall be paid to the Beneficiary;
- (5) Grantor will comply with the Federal Farm Loan Act and Federal Reclamation Act, and will care for the security in a farmerlike manner at Grantor's expense;
- (6) Upon Grantor's default or breach, Beneficiary may take possession of said premises with all rights of mortgagee in possession or have a receiver appointed and may, at its option, accelerate the maturity of the indebtedness.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto," approved March 29, 1927, are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, contracts, and rights pledged herein. Covenant No. 2, in the amount required by Beneficiary. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: 6%; and money so expended shall be secured hereby. Covenant No. 5: Trustee may make full or partial reconveyances to "the person or persons legally entitled thereto." All recitals therein shall be conclusiva. Covenant No. 6: Attorney may represent trustee at sale, and security may be sold in one parcel. Covenant No. 7: 2% \$100 minimum. Covenant No. 9: Conveyance to new trustees shall not be necessary, and said resolution may refer in general terms to all deeds of trust held by Beneficiary, which shall include this deed of trust, and, upon recordation, shall be conclusiva proof of proper change.

Executed the date first hereinabove written.

Address Carlin, Nevada *Joseph L. Rand*
 Joseph L. Rand

Carlin, Nevada *Ellen M. Rand*
 Ellen M. Rand

STATE OF NEVADA
 COUNTY OF Elko

On this 8th day of September, in the year 1954, before me, James M. Olin,
 a notary public in and for said county and State, personally appeared Joseph L. Rand and Ellen M. Rand

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

James M. Olin
 Notary Public in and for Elko
 County, State of Nevada.

My commission will expire:
May 17th, 1967.

40284

File No. _____
 RECORDED AT THE REQUEST OF
Pioneer Title Ins. Co. of Nevada
Sept. 15 A.D. 1954
 At 08 minutes past 8 A.M.
 in Liber 5 of Official Records
 Page 536-537 Records of
EUREKA COUNTY NEVADA
William C. McLeod Recorder
 By _____ Deputy
 Fee \$ 3.85

SPACE BELOW FOR RECORDERS USE ONLY

When recorded please return to
 THE FEDERAL LAND BANK OF BERKELEY
 Berkeley 1, California
 THIS SPACE FOR LAND BANK USE ONLY