

(4)

STATE OF NEVADA

Federal Land Bank of Berkeley Deed of Trust

88786

THIS DEED OF TRUST, made December 31, 1964 between

JOSIAH W. BATCHELLER, also known as J. W. Batcheller, and

HELEN JANE BATCHELLER, 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.

For description of real property see Exhibit "A" attached hereto.

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) \$ 54,700.00, 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, 1965, December 1, 1966, and on December 1, 1967

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$ 3,217.65 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;

Wit: Federal Land Bank of Berkeley

EC-3083-0

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 conclusive. 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 conclusive proof of proper change.

Executed the date first hereinabove written.

Address 11458 Monte Vista  
Chino, California

Josiah W. Batcheller  
Josiah W. Batcheller

11458 Monte Vista  
Chino, California

Helen Jane Batcheller  
Helen Jane Batcheller

STATE OF California  
COUNTY OF San Bernardino ss.

On this 16 day of February, in the year 1963, before me, Ned C. Basil  
a notary public in and for said county and State, personally appeared Josiah W. Batcheller & Helen Jane Batcheller

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that  
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)



OFFICIAL SEAL  
NED C. BASIL  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SAN BERNARDINO COUNTY

Ned C. Basil  
Notary Public in and for San Bernardino  
County, State of California

My commission will expire:  
My Commission Expires May 19, 1968

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

TOWNSHIP 23 NORTH, RANGE 52 EAST, MOUNT DIABLO BASE AND MERIDIAN.

Section 11: Northeast quarter of Northeast quarter;  
 Southwest quarter of Northeast quarter  
 Section 12: South half of Southwest quarter  
 Section 13: East half of Northwest quarter;  
 Southwest quarter of Northwest quarter  
 Section 24: East half; East half of West half  
 Section 25: Northeast quarter; East half of Northwest quarter  
 Section 36: North half of Northeast quarter;  
 West half of Northwest quarter;  
 Northeast quarter of Northwest quarter and an undivided  
 one-half interest in and to the Southwest quarter of  
 Northeast quarter; Southeast quarter of Northwest quarter

TOWNSHIP 23 NORTH, RANGE 53 EAST, MOUNT DIABLO BASE AND MERIDIAN.

Section 19: Lots 1, 2, 3 and 4  
 Section 30: Lots 1 and 2

Excepting therefrom an undivided half interest in all oil and gas lying in and under said lands.

TOGETHER WITH all waters, water rights, ditches and ditch rights, wells and well rights connected with, belonging to, appurtenant or incident to, or used in connection with all, or any part, of said premises, together with all stock watering rights situated either upon the public domain or private land and used in connection with this ranching operation, including but not limited to the following certificates and applications:

<u>Certificate:</u>	<u>Application:</u>	
2000	9440	Garden Spring
2001	9441	Call Spring
2002	9442	Mt. Hope Spring
2004	9552	McBride Spring
3058	11004	Grant View Well
2837	11008	Gen. McArthur Well
1238		Rye Grass Spring
	11007	Milligan Spring

And waters from Sulphur Spring, Reservoir Spring, Gravel Pit Spring, Nicholas Horae Ranch Spring, Mt. Hope No. 1 Well, Mt. Hope No. 2 Well, Mt. Hope No. 3 Well, Mt. Hope No. 4 Well, and Copper Mines Well.

Containing 1,520 acres, more or less.

Subject to existing rights of way.

40681

File No.

RECORDED AT THE REQUEST OF  
 Pioneer Title Ins. Co. of Nevada

March 10 A. D. 19 65

At 33 minutes past 2 P.M.

in Book 6 of OFFICIAL RECORDS

Page 560-561 records of

EUREKA COUNTY, NEVADA  
*Willis A. De Paul* Recorder  
 Fee \$ 4.65