

THIS INSTRUMENT EXECUTED IN TRIPLICATE FOR RECORDING IN EACH OF THE COUNTIES IN WHICH THE PROPERTY DESCRIBED IS SITUATED

STATE OF NEVADA

90127

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made May 21, 1965 between

JEANNE ARAMBEL, a widow

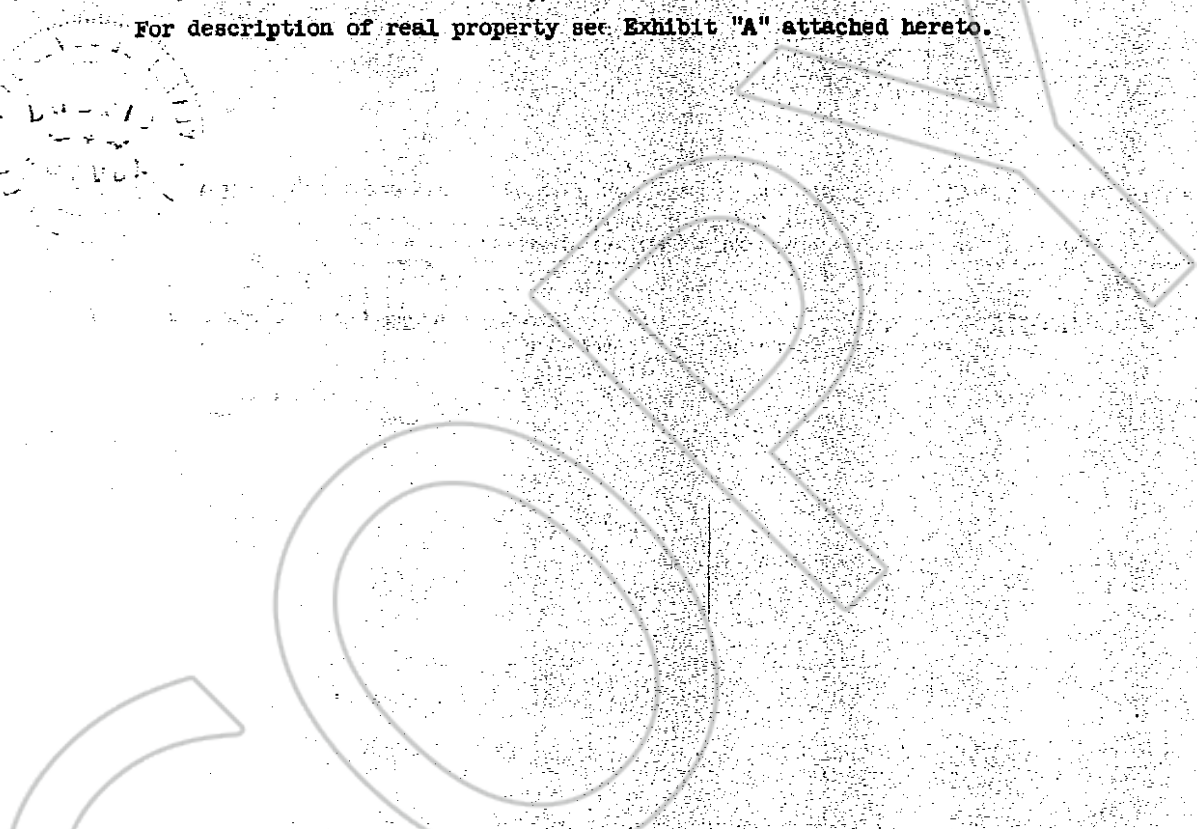
(Jeanne Arambel is also known as Jeanne Marie Arambel, also known as Mary Jeanne

Arambel, also known as Mary Jean Arambel)

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 White Pine, Lander and Eureka <sup>ies</sup> 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) \$ 30,000.00, 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

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$ 1,500.00 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 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 May 21, 1965

*Jeanne Arambel*  
 Jeanne Arambel

STATE OF NEVADA  
 COUNTY OF Eureka } ss.

On this 26th day of May, in the year 1965, before me, James M. Olin, a notary public in and for said county and State, personally appeared Jeanne Arambel, a widow,

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



My commission will expire:  
5-17-67

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

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



## EXHIBIT "A"

WHITE PINE COUNTY

Parcel 1: Township 18 North, Range 54 East, Mount Diablo Base and Meridian  
 Section 1: North half of Northeast quarter and Southeast quarter of Northeast quarter  
 Township 19 North, Range 54 East, Mount Diablo Base and Meridian  
 Section 26: South half of Southeast quarter  
 Section 35: North half of Northeast quarter  
 Section 36: East half of Southwest quarter and South half of Southeast quarter  
 Township 17 North, Range 55 East, Mount Diablo Base and Meridian  
 Section 4: Northwest quarter of Southwest quarter  
 Township 18 North, Range 55 East, Mount Diablo Base and Meridian  
 Section 6: Southwest quarter of Northwest quarter  
 Section 7: North half of Northeast quarter  
 Township 20 North, Range 55 East, Mount Diablo Base and Meridian  
 Section 34: East half of Southeast quarter

Parcel 2: Township 18 North, Range 55 East, Mount Diablo Base and Meridian  
 Section 6: West half of Southeast quarter

Parcel 3: Township 19 North, Range 55 East, Mount Diablo Base and Meridian  
 Section 32: West half of Northwest quarter

LANDER COUNTY

Parcel 4: Township 20 North, Range 45 East, Mount Diablo Base and Meridian  
 Section 22: West half of Northeast quarter; West half of Southeast quarter  
 Township 20 North, Range 46 East, Mount Diablo Base and Meridian  
 Section 21: East half of Northwest quarter  
 Township 20 North, Range 44 East, Mount Diablo Base and Meridian  
 Section 14: Southwest quarter of Northwest quarter  
 Section 15: Southeast quarter of Northeast quarter  
 Township 19 North, Range 44 East, Mount Diablo Base and Meridian  
 Section 1: North half of Southwest quarter; Southeast quarter of Southwest quarter; Southwest quarter of Southeast quarter  
 Section 2: East half of Northeast quarter; Northeast quarter of Southeast quarter  
 Section 12: Northwest quarter of Northeast quarter; Southeast quarter of Northeast quarter  
 Township 19 North, Range 45 East, Mount Diablo Base and Meridian  
 Section 7: West half of Southwest quarter; Southeast quarter of Southwest quarter  
 Section 18: North half of Northwest quarter, except that portion situated Southwest of Old Overland road in Northwest quarter of Northwest quarter; Also that portion situated Northeast of Overland road in Southeast quarter of Northwest quarter

EUREKA COUNTY

Parcel 5: The South 17 feet of Lot 4 and all of Lot 5 in Block 26 of the Town of Eureka, according to the plat thereof filed in the office of the County Recorder of said Eureka County, Nevada

Containing 1,720.09 acres, more or less.

Subject to existing rights of way.

TOGETHER WITH the following water rights as more fully described in filings made in the State Engineer's office:

1. The following filings are for irrigation, stock watering, and domestic use and are for use on the above described land:
  - a. Application 1646, Certificate 138, for water from Segarini Spring.
  - b. Application 2401, Certificate 348, for water from Mining Canyon Creek.
  - c. Application 5582, Certificate 628, for water from Water Canyon Creek.
  - d. Proof 01083, Certificate 41, for water from Pinto Creek.
  - e. Proof 01253, Certificate 156, for water from Toll House Canyon Creek.
  - f. Proof 01556, for water from Vegas Springs and Creek.
  - g. Proof 01558, for water from Willow Creek.
  - h. Application 21943, for water from Water Canyon.
2. The following stock water rights are base for grazing rights:
  - a. Application 4703, Certificate 492, for stock water from Water Canyon Spring. (96 AUMs)
  - b. Application 7488, Certificate 1230, for water from Eighteen Mile House well. (544 AUMs)
  - c. Application 7869, Certificate 1363, for water from Pinto Creek. (544 AUMs)
  - d. Application 7870, Certificate 1364, for water from Legarra well. (673 AUMs)

3. The following stock water and/or domestic water rights are located on the public domain, on the grazing lands:

- a. Application 1224, Certificate 39, for water from Summit Spring.
- b. Application 2565, Certificate 159, for water from Upper Ratto Spring.
- c. Application 2587, Certificate 160, for water from Lower Ratto Spring.
- d. Application 4181, Certificate 1174, for water from McCullough Spring.
- e. Application 4704, Certificate 493, for water from Mining Canyon Springs.
- f. Application 5160, Certificate 1012, for water from Sheep Canyon Springs.
- g. Application 5309, Certificate 502, for water from Potato Spring.
- h. Application 6972, Certificate 1539, for water from Dry Lake Well.
- i. Application 7145, Certificate 1228, for water from Angelo Billy Spring.
- j. Application 7146, Certificate 1229, for water from Red Rock Spring.
- k. Application 7487, Certificate 1470, for water from Black Shale Well.
- l. Application 7458, Certificate 1471, for water from Monroe Spring #2.
- m. Application 7549, Certificate 1472, for water from Maggini Spring #2.
- n. Application 7868, Certificate 2100, for water from Potato Spring #2.
- o. Application 8185, Certificate 1441, for water from Trap Corral Spring.
- p. Application 8403, Certificate 1626, for water from Stone Cabin Spring.
- q. Application 8515, Certificate 2101, for water from Cash Spring.
- r. Application 8755, Certificate 1596, for water from Josephine Spring.
- s. Application 8756, Certificate 1597, for water from View Spring.
- t. Application 21209, for water from underground (Mining Canyon Well).
- u. Application 21210, for underground water (Pinto Creek Well).
- v. Application 21211, for underground water (Silverado Point Well).
- w. Proof 01082, Certificate 8, for water from Rogantini Stock Springs.
- x. Proof 01421, for water from Wild Rose Spring.
- y. Proof 01424, for water from Cash Spring.

Page 2 of 2 pages

40858

File No. \_\_\_\_\_

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

MAY 25 A. D. 19\_\_\_\_

At 38 minutes past 11 A. M.

in Book 7 of OFFICIAL RECORDS

Page 345-348 Records of

EUREKA COUNTY, NEVADA

*W. A. McTear* Recorder

Fee \$ 4<sup>75</sup>