

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made July 20, 1965 betweenTONY SESTANOVICH and LORRAINE SESTANOVICH, 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.TOWNSHIP 27 NORTH, RANGE 52 EAST, MOUNT DIABLO BASE AND MERIDIAN

Section 8: North half of the Northeast quarter;
9: Southwest quarter of Northwest quarter; East half of Southwest quarter;
15: South half of Southeast quarter;
22: North half of Northeast quarter;
23: North half of Northwest quarter; Northwest quarter of Northeast quarter;
Northeast quarter of Southwest quarter; Southeast quarter of Northwest quarter; Southwest quarter of Northeast quarter.

Containing 600 acres, more or less.

Subject to existing rights of way.

TOGETHER WITH the water rights under Certificate of Appropriation of Water, Proof No. 01211, Certificate No. 131, Book 2, page 131, dated January 28, 1913, in the name of B. L. Plummer, Jr., being a water supply from Austin and Edwards Springs for the irrigation of 78.2 acres of the above described land.

TOGETHER WITH all stock water rights from all sources used in the livestock operations.

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) \$ 21,500.00, 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 \$ 1,075.00 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 Carlin, Nevada

Tony Sestanovich
Tony Sestanovich

Carlin, Nevada

Lorraine Sestanovich
Lorraine Sestanovich

STATE OF NEVADA
COUNTY OF Elko ss.

On this 5th day of August, in the year 1965, before me, Etta Taber, a notary public in and for said county and State, personally appeared Tony Sestanovich and Lorraine Sestanovich

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)

My commission will expire:

Etta Taber
Notary Public in and for Elko
County, State of Nevada
Notary Public - State of Nevada
ETTA TABER
My Commission Expires Oct. 15, 1965
Oct. 15, 1965

File No. 41113
RECORDED AT THE REQUEST OF
Pioneer Title Ins. Co. of Nevada
August 9 A. D. 1965
At 45 minutes past 11 A. M.
In Book 8 of OFFICIAL RECORDS
Page 154-155 Records of
EUREKA COUNTY, NEVADA
Kelle A. Metcalf Recorder
Fee \$4.35

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