

STATE OF NEVADA

91163

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made November 3, 1965 betweenTERESA SANSINENA, formerly Teresa Mahoney, andPAUL SANSINENA, her husband,

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.

All of Section 1, Township 31 North, Range 48 East, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING THEREFROM, for railroad purposes, a strip of land 400 feet in width lying equally on each side of each main track, side track, spur, switch and branch line of the Central Pacific Railway Company, or any other branch railroad, as the same are now or may hereafter be constructed upon, across or adjacent to said lands.

East half of the Southeast quarter of Section 36, Township 32 North, Range 48 East, Mount Diablo Base and Meridian.

Southwest quarter; and West half of Southeast quarter of Section 31, Township 32 North, Range 49 East, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING therefrom, for railroad purposes, a strip of land 400 feet in width lying equally on each side of each main tract, side track, spur, switch and branch line of the Central Pacific Railway Company, or any other branch railroad, as the same are now or may hereafter be constructed upon, across or adjacent to said lands.

Containing 956.42 acres, more or less. Subject to existing rights of way.

TOGETHER WITH THE following water rights as more fully described in the Matter of Determination of the Relative Rights of Claimants and Appropriators of the Waters of the Humboldt River Stream System and Tributaries, Action No. 2804, in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, and an order amending said decree dated October 1, 1934; and the right decreed to Williams Estate Company from the Humboldt River through Beowawe No. 2 ditch for the irrigation of 809.54 acres of the above described land, being a right for 602.97 Harvest acres, priority 1874, 1883, 1889 and 1897; 2.47 Meadow pasture acres priority 1874 and 204.10 Diversified Pasture acres priority 1874 and 1897.

TOGETHER WITH the right to underground waters for the supplemental irrigation of the above described land as more fully described under Application No. 17973, Certificate No. 5863, as issued by the State Engineer and recorded in Book 6, page 592, of the County Records of the County of Eureka, Nevada.

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) \$ 33,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on November 1, 1966, \$1,837.50 plus

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$ 1,837.50 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 provided in said note, the installments of principal may be reduced in amount and payable over an extended term.

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 Beowawe, Nevada

Teresa Sansinena

 Teresa Sansinena

Beowawe, Nevada

Paul Sansinena

 Paul Sansinena

STATE OF NEVADA

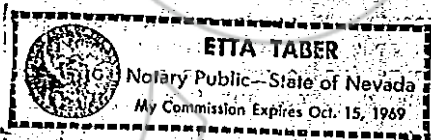
COUNTY OF Elko ss.

On this 15th day of November, in the year 1965, before me, Etta Taber
 a notary public in and for said county and State, personally appeared Teresa Sansinena
and Paul Sansinena

known to me to be the person... 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)



Etta Taber

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

My commission will expire:

41508

File No. _____

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

November 17 A. D. 1965

At 48 minutes past 11 A.M.

in Book 9 of OFFICIAL RECORDS

Page 159-160 Records of

EUREKA COUNTY, NEVADA
Melissa A. McLeod
 Recorder

Fee \$ 4.65

SPACE BELOW FOR RECORDERS USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

When recorded please return to
 THE FEDERAL LAND BANK OF BERKELEY
 Berkeley 1, California