

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of December, 1965, between JOHN GJERDE, RAMONA GJERDE, his wife, TORRIS H. GJERDE, and NORMA G. GJERDE, his wife, hereinafter called GRANTORS, LAWYERS TITLE INSURANCE CORPORATION, of Richmond, Virginia, a Virginia corporation, hereinafter called TRUSTEE, and DOMINGO SEGURA and PEGGY SEGURA, hereinafter called BENEFICIARIES,

W I T N E S S E T H:

THAT GRANTORS hereby GRANT, CONVEY and CONFIRM unto TRUSTEE, in trust with power of sale, all those certain lots, pieces or parcels of land in the Counties of Nye and Eureka, State of Nevada, described as follows:

PARCEL NO. 1:

TOWNSHIP 14 NORTH, RANGE 50 EAST, M. D. B. & M.
SECTION 2: SW $\frac{1}{4}$ of NW $\frac{1}{4}$
SECTION 3: S $\frac{1}{2}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$ and Lots 3 and 4
SECTION 4: Lot 1 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$

TOWNSHIP 15 NORTH, RANGE 50 EAST, M. D. B. & M.
SECTION 28: W $\frac{1}{2}$ of SE $\frac{1}{4}$
SECTION 33: S $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$
EXCEPTING all Coal and other minerals

PARCEL NO. 2:

TOWNSHIP 15 NORTH, RANGE 50 EAST, M. D. B. & M.
SECTION 4: Lots 1 and 2; S $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$
EXCEPTING all Oil and Gas

TOGETHER WITH the tenements, hereditaments, appurtenances, reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, interest, claim and demand which Grantors have or may acquire in said premises,

AND ALSO TOGETHER WITH all water, water rights, dams and ditches now and heretofore had and used in connection with said described premises, and applications for water or water

rights now pending in the Office of the State Engineer of the State of Nevada, including any and all water and water rights heretofore granted to Grantors, or either of them, by the said State Engineer of the State of Nevada and including, but not limited to, the following described water rights situate in the Counties of Nye and Eureka, State of Nevada, to-wit:

Certificate No. 2387 under Permit No. 8942 issued by the State Engineer for 0.4305 c.f.s. of the waters from John Blair Spring, diverted at a point in SW $\frac{1}{4}$ Sec. 4, T. 14 N., R. 50 E., M.D.B.&M.

Certificate No. 2388 under Permit No. 8943 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 1 Spring and Creek, diverted at a point in Lot 2 of NW $\frac{1}{4}$ Sec. 19, T. 14 N., R. 51 E., M.D.B.&M.

Certificate No. 2389 under Permit No. 8944 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 2 Spring and Creek, diverted at a point in NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 24, T. 14 N., R. 50 E., M.D.B.&M.

Certificate No. 2390 under Permit No. 8945 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 3 Creek and Spring, diverted at a point in NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 13, T. 14 N., R. 50 E., M.D.B.&M.

Certificate No. 2391 under Permit No. 8946 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 4 Spring and Creek diverted at a point in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 13, T. 14 N., R. 50 E., M.D.B.&M.

Certificate No. 2392 under Permit No. 8947 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 5 Spring, Creek and Lake, diverted at a point in Lot 5, Section 6, T. 14 N., R. 51 E., M.D.B.&M.

Certificate No. 2393 under Permit No. 8948 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 6 Spring and Creek, diverted at a point in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 31, T. 15 N., R. 51 E., M.D.B.&M.

Certificate No. 2394 under Permit No. 8949 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 7 Spring and Creek, diverted at a point in SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 30, T. 15 N., R. 51 E., M.D.B.&M.

Certificate No. 2395 under Permit No. 8950 issued by the State Engineer for 0.019 c.f.s. of the waters from Segura No. 8 Spring and Creek, diverted at a point in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 19, T. 15 N., R. 51 E., M.D.B.&M.

Certificate No. 2396 under Permit No. 8954 issued by the State Engineer for 0.004 c.f.s. of the waters from Charles Allison Spring diverted at a point in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T. 15 N., R. 50 E., M.D.B.&M.

Certificate No. 2397 under Permit No. 9040 issued by the State Engineer for 0.1851 c.f.s. of the waters from Meadow Canyon Creek and Springs, diverted at a point in NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 10, T. 14 N., R. 50 E., M.D.B.&M.

Certificate No. 2398 under Permit No. 9041 issued by the State Engineer for 0.038 c.f.s. of the waters from Antelope Valley Springs and Tributaries, diverted at a point in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 28, T. 15 N., R. 50 E., M.D.B.&M.

All those certain water, and water rights for stockwatering purposes and domestic purposes located in Eureka County, State of Nevada, known as "Water Canyon Spring" which has its diversion points at S. 5° 19' E., 16,917 ft. from corner of Sections 35 and 36, and lower spring lies S. 4° 14' East, 16,720 feet from the corner of Section 35 and 36, both of Township 16 North, Range 50 East, the same being evidenced by certificate No. 56, Book 2 for 1/40 c.f.s., together with the range rights used in connection or appurtenant to the use of the waters of said spring, and together with all dams, ditches, reservoirs, pipes and pipe-lines used in connection with the use of said water at said diversion points.

Certificate No. 381, Book 3, issued under Permit No. 3195, Records of State Engineer's Office, for water from Sagehen Creek, for stockwatering purposes.

Proof of Appropriation No. 01323, Records of State Engineer's Office, claiming water under a vested right from Meadow Creek and Tributaries for irrigation purposes.

Proof of Appropriation No. 01345, Records of State Engineer's Office, claiming water under a vested right from Coal Burner Spring for stockwatering purposes. Appropriation No. 9042, Certificate No. 3723, Records of State Engineer's Office, changing point of diversion and place of use.

Proof of Appropriation No. 01346, Records of State Engineer's Office, claiming water under a vested right from Cabin Spring for stockwatering purposes.

Proof of Appropriation No. 8953, Certificate No. 2319, Records of State Engineer's Office, for .023 c.f.s. of the waters of Nine Mile Canyon Creek, diverted at a point in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, Township 16 N., R. 50 E., M.D.B.&M.

Certificate No. 3468 under Permit No. 12430 issued by the State Engineer for .016 c.f.s. of the waters from Mrs. Elizabeth Martin and Fernando Segura Well, diverted at a point in SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29, T. 16 N., R. 50 E., M.D.B.&M.

AND ALSO TOGETHER WITH all range rights, licenses and permits on the public domain appurtenant to the said lands.

SUBJECT, however, to provisions contained in Patent from the United States of America to Fernando Segura recorded in Book 21 of Deeds at Page 71, Eureka County, Nevada, records, reading as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decision of court, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, EXCEPTING AND RESERVING, however, to the United States the coal and other minerals in the land together with the right to prospect for all minerals and remove the same pursuant to the provisions and limitations of the act of December 29, 1916 (39 Statute 862)."

AND ALSO SUBJECT TO provisions contained in Patent from the United States of America to Domingo B. Segura, recorded in Book 9, Official Records at Page 13, Eureka County, Nevada, records, reading as follows:

"EXCEPTING AND RESERVING, also to the United States all oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of act of July 17, 1914 (38 Stat. 509)."

TO SECURE THE PAYMENT of a Promissory Note of even date herewith, made by Grantors in favor of Beneficiaries, in the

principal sum of One Hundred Eleven Thousand Eight Hundred Twenty-Five Dollars (\$111,825.00), with interest, expenses, charges and attorney's fees as therein provided; and also to secure the payment and performance of every obligation and term of this instrument.

1. Covenants Numbers 1, 2 (insurance \$10,000.00), 3, 4 (interest 6%), 5, 6, 7 (attorney's fees 5%), 8, and 9 of N.R.S. 107.030 hereby are adopted and made a part of this Deed of Trust.

2. As additional security, Grantors irrevocably give to Beneficiary the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property, reserving, however, to Grantors the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

3. In the event of default and the sale of the property hereby conveyed, Grantors promise to pay any deficiency between the amount realized on said sale and the obligations secured hereby, agree that suit may be maintained for said deficiency, ~~XXXX~~

~~XXXXXX and all expenses of collecting and enforcing the same including attorney's fees and costs of suit.~~
~~XXXXXX~~

4. Grantors agree to pay and discharge all governmental and other liens or levies on the said premises and to maintain the property and improvements thereon in the condition in which they now are, normal wear and tear excepted.

5. Neither any, nor any combination, of the following shall adversely affect the rights of the Beneficiaries, or of the Trustee hereunder nor relieve any person from any obligation under this instrument or on the note secured hereby: extension of time for payment of any sum or sums; partial reconveyance; acceptance

1 of any sum after the same is due or after filing notice of breach
2 and election to sell; joinder in granting any easement; joinder
3 in any extension or subordination agreement.

4 6. Beneficiaries shall be entitled to receive and apply
5 upon the obligations secured hereby such sums as may be paid in
6 any eminent domain proceeding affecting the premises, whether
7 payment of said obligations is due or not, provided, of course,
8 that Beneficiaries shall not be entitled to receive said sums
9 beyond the total amount of the then remaining unpaid obligations
10 secured by this Deed of Trust.

11 7. The rights and remedies granted herein to Beneficiaries and
12 Trustee shall be concurrent and cumulative, and in addition to
13 the rights and remedies granted by law.

14 8. The provisions hereof shall bind and run in favor of
15 the heirs, executors, administrators, successors, and assigns of
16 the respective parties.

17 9. Grantors agree to keep all Forest and Taylor Grazing
18 Permits in full force and effect, and in the event of lack of
19 stock to fully use the said permits, Grantors shall file and
20 maintain non-use on the said permits, non-use not to be for over
21 two years, and after two years' non-use, Grantors shall have the
22 obligation to maintain full use.

23 10. Grantors agree to pay any and all costs of preparation
24 of notices of default and election to sell and notices of sale
25 and notices of cancellation of notices of default and notices of
26 cancellation of sale, whenever the preparation of the same has
27 been commenced after default on the part of Grantors, said
28 payment to be made upon demand and whether or not Grantors cure
29 the default prior to the recording or use of the said notices
30 or before completion of foreclosure.

IN WITNESS WHEREOF, Grantors have executed this Deed of Trust the day and year first above written.

John Gjerde
JOHN GJERDE

Ramona Gjerde
RAMONA GJERDE

Torris H. Gjerde
TORRIS H. GJERDE

Norma G. Gjerde
NORMA G. GJERDE by TORRIS H. GJERDE,
her Attorney-in-Fact

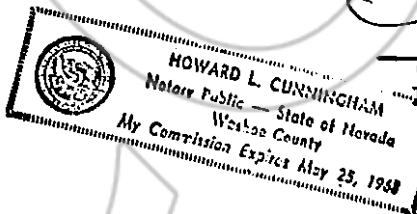
Torris H. Gjerde
TORRIS H. GJERDE, Attorney-in-Fact
for NORMA G. GJERDE

STATE OF Nevada }
COUNTY OF Eureka } SS.

On this 28 day of December, 1965, personally appeared before me, a Notary Public in and for said County and State, JOHN GJERDE and RAMONA GJERDE, known to me to be the persons described in and who executed the foregoing instrument and they duly 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 first above written.

(SEAL)



Howard L. Cunningham
NOTARY PUBLIC
In and for the County and State
aforesaid, acting in
Eureka County

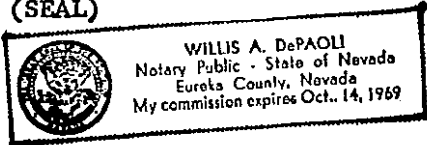
STATE OF NEVADA }
COUNTY OF EUREKA } SS.

On this 28th day of December, 1965, personally appeared before me, a Notary Public in and for said County and State, TORRIS H. GJERDE, known to me to be the person described

in and who executed the foregoing instrument and he duly acknowledged to me that he 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 first above written.

(SEAL)



Willis A. DePaoli

NOTARY PUBLIC

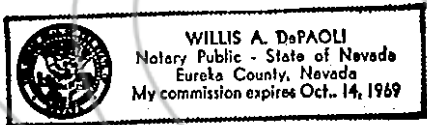
In and for the County and State aforesaid.

STATE OF NEVADA
COUNTY OF EUREKA } SS.

On this 28th day of December, 1965, personally appeared before me, the undersigned, a Notary Public in and for the said County and State, TORRIS H. GJERDE, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for NORMA G. GJERDE, and the said TORRIS H. GJERDE duly acknowledged to me that he subscribed the name of NORMA G. GJERDE thereto as principal and his own name as Attorney-in-Fact.

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

(SEAL)



Willis A. DePaoli

Notary Public

In and for the County and State aforesaid.

41589

File No.

RECORDED AT THE REQUEST OF

Nevada Title Guaranty Co.

December 29 A. D. 1965

At 49 minutes past 1 P.M.

in Book 9 of OFFICIAL RECORDS

Page 395-402 Records of

EUREKA COUNTY, NEVADA

Willis A. DePaoli Recorder

Fee \$10.95