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1 THIS DEED OF TRUST, made this 5th day of January, 1966, by and
2 between HALF CIRCLE CATTLE CO., INC., a Nevada corporation, Trustor,
3 and TITLE INSURANCE AND TRUST COMPANY, a corporation, Trustee
4 for the benefit of NEVADA BANK OF COMMERCE, a banking corporation
5 duly organized and existing under and by virtue of the laws of the State of
6 Nevada, Beneficiary,

7 W I T N E S S E T H:

8 That said Trustor hereby grants, conveys and confirms unto said
9 Trustee, IN TRUST with power of sale, that certain real property situate,
10 lying and being in Lander County and Eureka County, State of Nevada, more
11 particularly described in Exhibit "A" attached hereto and made a part hereof
12 as though fully and at length here recited;

13 TOGETHER WITH the tenements, hereditaments and appurtenances
14 thereunto belonging or in any wise appertaining, and the reversion and rever-
15 sions, remainder and remainders, rents, issues and profits thereof, including
16 specifically, but not by way of limitation, all water and water rights, well and
17 well rights, ditch and ditch rights, dam and dam rights, and grazing rights,
18 permits and privileges appurtenant to said land or in any wise used in connec-
19 tion therewith; and also all the estate, right, title and interest, homestead or
20 other claim or demand, as well in law as in equity, which the Trustor now has
21 or may hereafter acquire of, in or to the said premises, or any part thereof,
22 with the appurtenances; also, together with, specifically but not by way of
23 limitation, the right to the use of all water from all wells on said land, whether
24 presently in existence or hereafter developed, which water is hereby declared
25 to be appurtenant to all of the land hereinabove referred to.

26 TO HAVE AND TO HOLD the same unto the said Trustee, and its
27 successors, upon the trusts hereinafter expressed, namely:

28 As security for the payment of (a) a certain promissory note dated
29 the 5th day of January, 1966, in the principal amount of TWO HUNDRED
30 SEVENTY TWO THOUSAND (\$272,000.00) DOLLARS, wherein the Trustor
31 herein is maker and the Beneficiary herein is payee, payable in lawful money
32 of the United States of America, with interest thereon in like lawful money, and

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TELEPHONE 323-1321

1 with expenses and counsel fees according to the terms of said promissory note,
 2 executed and delivered by the Trustor to the Beneficiary; (b) a certain
 3 promissory note dated the 5th day of January, 1966, in the principal amount of
 4 SIX HUNDRED SEVENTY EIGHT THOUSAND (\$678,000.00) DOLLARS,
 5 wherein the Trustor herein is maker and the Beneficiary herein is payee,
 6 payable in lawful money of the United States of America, with interest thereon
 7 in like lawful money, and with expenses and counsel fees according to the
 8 terms of said promissory note, executed and delivered by the Trustor to the
 9 Beneficiary; and (c) such additional amounts as may be hereafter loaned by
 10 the Beneficiary to the Trustor, or any successor in interest of the Trustor,
 11 with interest thereon, and any other indebtedness or obligation of the Trustor,
 12 and any present or future demands of any kind or nature which the Beneficiary
 13 may have against the Trustor, whether created directly or acquired by assign-
 14 ment; whether absolute or contingent; whether due or not, or whether otherwise
 15 secured or not, or whether existing at the time of the execution of this instru-
 16 ment or arising thereafter; also as security for the payment and performance
 17 of every obligation, promise or agreement herein or in said notes contained.

AND THIS INDENTURE FURTHER WITNESSETH:

18
 19 FIRST: The Trustor promises to properly care for and keep the
 20 property herein described in first class condition, order and repair, and other-
 21 wise to protect and preserve the said premises.

22 SECOND: The following Covenants: Nos. 1, 2(full insurable value),
 23 3, 4(12%), 5, 6 7(Counsel fees 5%), 8 and 9 of Nevada Revised Statutes
 24 107.030, are hereby adopted and made a part of this Deed of Trust.

25 THIRD: In the event of default and the sale of the property hereby
 26 conveyed, Trustor promises to pay to the Beneficiary any deficiency between
 27 the amount realized on said sale and the obligations secured hereby; agrees
 28 that suit may be maintained for such deficiency; and waives all defenses of
 29 existing and future laws concerning deficiency judgments.

30 FOURTH: None of the following, nor any combination thereof, shall
 31 in any way affect the rights of the Beneficiary or Trustee hereunder, or
 32

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1 relieve any person from any obligation under this instrument or on the
2 promissory notes secured hereby: Extension of time for the payment of any
3 sum or sums; partial reconveyance or reconveyances; acceptance of any sum
4 after it is due or after filing notice of default and election to sell; joinder
5 in granting any easement or right of way; joinder in any extension or subor-
6 dination agreement.

7 FIFTH: In the event of any payment as the result of any proceedings
8 or legal action in eminent domain affecting the property secured hereby, the
9 Beneficiary shall be and is entitled to receive such payment or payments, and
10 apply the same upon the obligations secured hereby, whether payment of said
11 obligations is due or not; provided, however, that the Beneficiary shall not
12 be entitled to receive any amount which is over and above the total amount of
13 the obligations secured by this deed of trust.

14 SIXTH: The Trustor shall pay all costs of releases and reconveyances
15 and charges therefor. No cost or charge for any release or reconveyance
16 shall be the responsibility of the Beneficiary.

17 SEVENTH: In the event of the Trustor's default in complying with or
18 performing any term or condition of this deed of trust on its part to be
19 complied with or performed, or in the payment of any amount when due under
20 terms and provisions of the promissory notes for which this deed of trust is
21 security, the payee or the owner or holder of said promissory notes may, at
22 its sole discretion, declare the entire unpaid principal balance of said notes,
23 with accrued interest thereon, immediately due and payable.

24 EIGHTH: The rights and remedies hereby granted shall not exclude
25 any other rights or remedies granted herein or by law, and all rights or
26 remedies granted hereunder or permitted by law shall be concurrent and
27 cumulative.

28 NINTH: All the provisions of this instrument shall inure to, apply to
29 and bind the legal representatives, successors and assigns of each party
30 hereto, respectively.

31 TENTH: It is expressly agreed that the trusts created hereby are
32

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1 irrevocable by the Trustor.

2 IN WITNESS WHEREOF, the Trustor has hereunto subscribed its
3 corporate name and affixed hereto its corporate seal, by its officers thereunto
4 duly authorized, the day and year first above written.



5 HALF CIRCLE CATTLE CO., INC., a
6 Nevada corporation

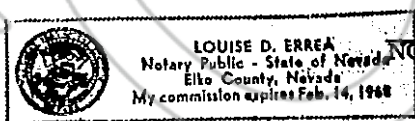
7 By M. T. Lawrence Jr
8 M. T. Lawrence, Jr. President

9 By Harry J. Cavauagh
10 Sherwood Johnston Secretary.
11 HARRY J. CAUAUGH

11 STATE OF NEVADA,
12 COUNTY OF ~~WASHOE~~ ^{ELKO} SS.

13 On this 5th day of January, 1966, before me, the undersigned,
14 Notary Public in and for the County of Washoe, State of Nevada, personally
15 appeared M. T. LAWRENCE, JR. and ~~SHERWOOD JOHNSTON~~, known to me
16 to be the President and Secretary, respectively, of the corporation that
17 executed the foregoing instrument, and upon oath each did depose that he is
18 the officer of said corporation as above designated; that he is acquainted with
19 the seal of said corporation and that the seal affixed to said instrument is the
20 corporate seal of said corporation; that the signatures to said instrument
21 were made by officers of said corporation as indicated after said signatures,
22 and that the said corporation executed the said instrument freely and voluntar-
23 ily and for the uses and purposes therein mentioned.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
25 Official Seal at my office in said County and State, the day and year first
26 above written.



27 Louise D. Errea
28 NOTARY PUBLIC in and for the County of
29 Washoe, State of Nevada
30 Elko

31 The foregoing Deed of Trust is hereby approved as to form and
32 accepted in accordance with its terms.

33 NEVADA BANK OF COMMERCE
34 By Stuart B. Wecht
35 Its PRES

36 BENEFICIARY

37 The foregoing Deed of Trust is hereby accepted in accordance with its
38 terms.

39 TITLE INSURANCE AND TRUST COMPANY

40 By _____
41 Its _____

42 TRUSTEE

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The lands referred to herein are situate in Lander County and Eureka County, State of Nevada, and described as follows:

Township 28 North, Range 47 East, MDB&M

Section 5: Lots 2, 3 and 4;
6: NE $\frac{1}{4}$;

Township 29 North, Range 47 East, MDB&M

Section 18: Lots 10, 11 and 12;
32: Lots 2, 3, 4; NE $\frac{1}{4}$ SE $\frac{1}{4}$;

Township 27 North, Range 48 East, MDB&M

Section 33: NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Township 28 North, Range 48 East, MDB&M

Section 1: All
3: All
5: All
7: All
8: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ S $\frac{1}{2}$;
9: All
11: All
12: S $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$;
13: All
14: N $\frac{1}{2}$; SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$;
15: All
16: W $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$;
17: All
18: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ E $\frac{1}{2}$;
19: NW $\frac{1}{4}$ SE $\frac{1}{4}$;
21: S $\frac{1}{2}$ SE $\frac{1}{4}$;
22: SW $\frac{1}{4}$ SW $\frac{1}{4}$;
23: N $\frac{1}{2}$ NW $\frac{1}{4}$;
24: NE $\frac{1}{4}$ NE $\frac{1}{4}$;
27: SW $\frac{1}{4}$ NW $\frac{1}{4}$;
28: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$;
32: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;
33: NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Township 29 North, Range 48 East, MDB&M

Section 3: All

Township 26 North, Range 49 East, MDB&M

Section 20: NW $\frac{1}{2}$ NE $\frac{1}{2}$; NE $\frac{1}{2}$ NW $\frac{1}{2}$;

Township 28 North, Range 49 East, MDB&M

- Section 1: All
- 2: S $\frac{1}{2}$ NE $\frac{1}{2}$;
- 3: All
- 7: All
- 9: All
- 11: All
- 13: All
- 15: All
- 19: N $\frac{1}{2}$;
- 21: N $\frac{1}{2}$;
- 23: All
- 24: NW $\frac{1}{2}$ NW $\frac{1}{2}$;
- 26: NE $\frac{1}{2}$ NW $\frac{1}{2}$;
- 28: NW $\frac{1}{2}$ NE $\frac{1}{2}$; NE $\frac{1}{2}$ SE $\frac{1}{2}$;
- 30: NE $\frac{1}{2}$ NW $\frac{1}{2}$;
- 32: SE $\frac{1}{2}$ NW $\frac{1}{2}$;
- 34: NW $\frac{1}{2}$ NW $\frac{1}{2}$;
- 35: NW $\frac{1}{2}$ SE $\frac{1}{2}$;
- 36: NW $\frac{1}{2}$ NE $\frac{1}{2}$; N $\frac{1}{2}$ SW $\frac{1}{2}$;

Township 29 North, Range 49 East, MDB&M

- Section 1: All
- 3: All
- 9: All
- 11: All
- 13: All
- 15: All
- 21: All
- 23: All
- 25: All
- 27: All
- 35: All
- 36: W $\frac{1}{2}$ NE $\frac{1}{2}$;

Township 28 North, Range 50 East, MDB&M

Section 1: All
 3: All
 5: All
 7: All
 9: All
 11: All
 13: All
 15: All
 17: All
 19: All
 21: All
 23: All

Township 29 North, Range 50 East, MDB&M

Section 1: All
 3: All
 5: All
 7: All
 9: All
 10: All
 11: All
 13: N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; E $\frac{1}{2}$;
 15: All
 17: All
 19: All
 21: All
 23: All
 25: All
 27: All
 29: All
 30: S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 31: All
 33: All
 35: All

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Township 30 North, Range 50 East, MDB&M

Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 14: W $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; S $\frac{1}{4}$ SE $\frac{1}{4}$;
 15: All
 16: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 21: All
 22: All
 23: All
 35: All

Township 28 North, Range 51 East, MDB&M

Section 5: All
 7: All
 9: All

Township 29 North, Range 51 East, MDB&M

Section 31: All

File No. 41616
 RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
January 6 A. D. 1966
 at 49 minutes past 1 P. M.
 in Book 9 of OFFICIAL RECORDS
 Page 452-459 Records of
 EUREKA COUNTY, NEVADA
William P. Keenan
 Recorder: 7.15
 Fee \$ 7.15