

THIS DEED OF TRUST EXECUTED IN DUPLICATE FOR RECORDING IN EACH OF THE COUNTIES IN WHICH THE PROPERTY IS LOCATED

BOOK 10 PAGE 077

STATE OF NEVADA

Federal Land Bank of Berkeley Deed of Trust

92023

THIS DEED OF TRUST, made February 15, 1946 between

WILLIE PACKER and LOIS PACKER, 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 Elko and Eureka 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) \$ 120,000.00 with interest as prescribed in Grantor's promissory note of even date December 1, 1946 and on December 1, 1947 herewith, payable to Beneficiary at its said office as follows: on

all interest then accrued, and, every 12 months thereafter, principal ^{and interest} in consecutive installments of \$ 40,013.96 each, ~~principal~~ 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 Tucuman, Nevada

Willie Packer
WILLIE PACKER

Tucuman, Nevada

Lois Packer
LOIS PACKER

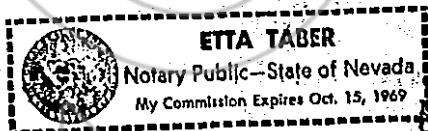
STATE OF NEVADA
COUNTY OF Elko } ss.

On this 23rd day of February, in the year 1966, before me, Etta Taber, a notary public in and for said county and State, personally appeared Willie Packer and Lois Packer, his wife,

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.
Etta Taber

My commission will expire:

10-15-69

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

EXHIBIT "A"
Sheet 1 of 5 Sheets

DESCRIPTION: The lands referred to herein are situated in Eureka and Elko Counties, State of Nevada, and described as follows:

EUREKA COUNTY:Township 35 North, Range 48 East, MDB&M

Section 3: All
5: All
7: All
9: All
11: All
15: All
17: All

Township 35 North, Range 49 East, MDB&M

Section 8: NE $\frac{1}{4}$; SW $\frac{1}{4}$;
18: NE $\frac{1}{4}$;

Township 36 North, Range 48 East, MDB&M

Section 13: S $\frac{1}{2}$;
15: S $\frac{1}{2}$;
17: S $\frac{1}{2}$;
19: All
21: All
23: All
25: N $\frac{1}{2}$; SW $\frac{1}{4}$;
27: All
29: All
31: All
33: All
35: N $\frac{1}{2}$; SW $\frac{1}{4}$;

Township 36 North, Range 49 East, MDB&M

Section 21: W $\frac{1}{2}$;
22: SW $\frac{1}{4}$;
28: NE $\frac{1}{4}$;
29: W $\frac{1}{2}$;
31: Lots 1,6,7,8; W $\frac{1}{2}$ E $\frac{1}{2}$; SW $\frac{1}{4}$;

EXHIBIT "A"
Sheet 2 of 5 SheetsELKO COUNTY:Township 37 North, Range 49 East, MDB&M

Section 1: Lots 1,2,3,4;
 2: Lots 1,2,3;
 3: SE $\frac{1}{2}$ SE $\frac{1}{2}$;
 10: W $\frac{1}{2}$ NE $\frac{1}{2}$; N $\frac{1}{2}$ SE $\frac{1}{2}$;
 11: N $\frac{1}{2}$ N $\frac{1}{2}$;
 12: NW $\frac{1}{2}$ NW $\frac{1}{2}$;

Township 38 North, Range 49 East, MDB&M

Section 3: Lot 4; SE $\frac{1}{2}$ NW $\frac{1}{2}$; NW $\frac{1}{2}$ SW $\frac{1}{2}$; SE $\frac{1}{2}$ SW $\frac{1}{2}$;
 9: E $\frac{1}{2}$ SE $\frac{1}{2}$;
 10: SE $\frac{1}{2}$ NE $\frac{1}{2}$; NW $\frac{1}{2}$ NE $\frac{1}{2}$; W $\frac{1}{2}$ NW $\frac{1}{2}$;
 11: N $\frac{1}{2}$ SW $\frac{1}{2}$; SE $\frac{1}{2}$ SW $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{2}$; SE $\frac{1}{2}$ SE $\frac{1}{2}$;
 13: NE $\frac{1}{2}$ NE $\frac{1}{2}$; SW $\frac{1}{2}$ NE $\frac{1}{2}$; W $\frac{1}{2}$ NW $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$;
 16: E $\frac{1}{2}$ E $\frac{1}{2}$;
 21: E $\frac{1}{2}$ NE $\frac{1}{2}$;
 22: NW $\frac{1}{2}$ SW $\frac{1}{2}$; SE $\frac{1}{2}$ SW $\frac{1}{2}$;
 24: NW $\frac{1}{2}$ NE $\frac{1}{2}$; SE $\frac{1}{2}$ NW $\frac{1}{2}$; N $\frac{1}{2}$ SW $\frac{1}{2}$;
 35: SE $\frac{1}{2}$ SW $\frac{1}{2}$; S $\frac{1}{2}$ SE $\frac{1}{2}$;
 36: S $\frac{1}{2}$ S $\frac{1}{2}$;
 14: NE $\frac{1}{2}$ NE $\frac{1}{2}$;

Township 39 North, Range 49 East, MDB&M

Section 33: SE $\frac{1}{2}$ SE $\frac{1}{2}$;

Township 37 North, Range 50 East, MDB&M

Section 3: Lots 2 & 4; SW $\frac{1}{2}$ NE $\frac{1}{2}$; S $\frac{1}{2}$ NW $\frac{1}{2}$; N $\frac{1}{2}$ SW $\frac{1}{2}$; NW $\frac{1}{2}$ SE $\frac{1}{2}$;
 4: All
 5: Lots 1,2,3,4;
 6: Lots 3 & 4;
 9: NW $\frac{1}{2}$;

Township 38 North, Range 50 East, MDB&M

Section 5: S $\frac{1}{2}$ NW $\frac{1}{2}$;
 6: Lots 3 & 4; SE $\frac{1}{2}$ NE $\frac{1}{2}$;
 7: Lot 4; NE $\frac{1}{2}$ NE $\frac{1}{2}$;
 27: NE $\frac{1}{2}$ SW $\frac{1}{2}$; S $\frac{1}{2}$ SW $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{2}$; Lots 2, 3, 4,;
 28: NE $\frac{1}{2}$ SE $\frac{1}{2}$; S $\frac{1}{2}$ SE $\frac{1}{2}$;
 31: S $\frac{1}{2}$ S $\frac{1}{2}$;
 32: S $\frac{1}{2}$ S $\frac{1}{2}$;
 33: All
 34: All

Township 39 North, Range 50 East, MDB&M

Section 10: Lot 4;
15: Lots 1 & 2;
27: Lot 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;

Township 37 North, Range 51 East, MDB&M

Section 4: Lot 2;
5: Lots 3 & 4; S $\frac{1}{2}$ SW $\frac{1}{4}$;
6: Lots 1,2,5; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$;
8: NW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$;

Township 38 North, Range 51 East, MDB&M

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

EXHIBIT "A"
Sheet 4 of 5 Sheets

Township 39 North, Range 51 East, MDB&M

Section 17: SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 18: Lots 2,3,4; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;
 19: Lots 1,2,3,4; E $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 20: E $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 21: S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 22: S $\frac{1}{2}$;
 23: NE $\frac{1}{4}$; S $\frac{1}{2}$;
 24: All
 25: All
 26: All
 27: All
 28: N $\frac{1}{2}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 29: SE $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$;
 30: Lot 1; NE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$;
 31: Lot 4;
 33: SW $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 34: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 35: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 36: W $\frac{1}{2}$ E $\frac{1}{2}$; E $\frac{1}{2}$ W $\frac{1}{2}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$;

Township 38 North, Range 52 East, MDB&M

Section 4: Lots 3 & 4;

Township 39 North, Range 52 East, MDB&M

Section 19: Lots 1,2,3,4; N $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 28: NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
 29: NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$;
 31: E $\frac{1}{2}$ NE $\frac{1}{4}$;
 32: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;
 33: SW $\frac{1}{4}$;

Township 41 North, Range 52 East, MDB&M

Section 24: W $\frac{1}{2}$ SW $\frac{1}{4}$;

Containing 37,360 acres, more or less.

Subject to existing rights of way.

Sheet 5 of 5 sheets

TOGETHER WITH the right to use the waters of Pleasant Valley Creek, Packer Creek, Adams Creek, Indian Creek, Boulder Creek, Hams Creek, or other tributaries of the South Fork of the Owyhee River, and the waters of the South Fork of the Owyhee River for the irrigation of at least 1,960 acres of the above described land.

TOGETHER WITH the right to use the waters of Packer Creek for stock watering purposes, all as more fully described under Application 8849, Certificate 2440 issued by the State Engineer.

TOGETHER WITH the right to use underground water from a well and pumping plant located in Section 26, Township 39 North, Range 52 East, Mount Diablo Base and Meridian, for the irrigation of 110 acres of the above described land, all as more fully described under Application _____ issued by the State Engineer.

TOGETHER WITH the right to use the waters of Boulder Creek for the irrigation of the above described land, all as more fully described under the following filings in the office of the State Engineer:

- a. Application, permit 3035 for the irrigation of 315.43 acres in the SW $\frac{1}{4}$ of Section 22, and the NE $\frac{1}{4}$ of Section 28, T35N, R49E, MDBAM.
- b. Application, permit 3146 for the irrigation of 120.568 acres of the security in the SW $\frac{1}{4}$ of Section 8, T35N, R49E, MDBAM.
- c. Application, permit 3147 for the irrigation of 144.25 acres of the security in the NE $\frac{1}{4}$ of Section 18, T35N, R49E, MDBAM.

TOGETHER WITH all stock waters from whatever source used in the operation of this livestock unit.

File No. 41763
 RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
 February 24 A. D. 19 66
 at 47 minutes past 11 A. M.
 in Book 10 of OFFICIAL RECORDS
 Page 77-83 Records of
SHREVE COUNTY, NEVADA
William D. Pittman
 Recorder
 Fee \$ 7.35