

5.4 (Rev 9-64)

DEED OF TRUST

Recording requested by and to be returned to:

THIS DEED OF TRUST, made April 5, 1966, between MARIA TERESA LABARRY, RAYMOND LABARRY, JR. and JEAN PIERRE LABARRY, individually and as co-partners doing business under the name and style of LABARRY & LABARRY COMPANY, and MARY JEAN LABARRY, the wife of Raymond Labarry, Jr., of the County of White Pine, State of Nevada

and NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION of RENO, NEVADA as Grantor, a corporation, having its principal place of business in Reno, Nevada, as Trustee, and NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION of Reno, Nevada, a corporation organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933, as amended, Beneficiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale the following described real property situate in the County of Eureka and County of White Pine, State of Nevada, to-wit:

EUREKA COUNTY

Parcel 1: Township 20 North, Range 53 East, M.D.B. & M.

Section 1: Lots 1, 2 and 5

Township 21 North, Range 53 East, M.D.B. & M.

Section 36: SE 1/4

Township 19 North, Range 54 East, M.D.B. & M.

Section 2: SW 1/4 SW 1/4

Section 3: S 1/2 SE 1/4; SE 1/4 SW 1/4

Township 20 North, Range 54 East, M.D.B. & M.

Section 3: Lot 5

Section 4: S 1/2 NE 1/4

Section 5: W 1/2 SW 1/4

Section 9: S 1/2 NE 1/4; SE 1/4 NW 1/4; NE 1/4 SW 1/4

Section 10: Lot 2 (SW 1/4 NW 1/4); SE 1/4 NW 1/4

Section 15: W 1/2 SW 1/4

Section 16: E 1/2 SE 1/4

Section 17: SE 1/4 SW 1/4; S 1/2 S 1/4

Section 20: NE 1/4 NW 1/4; NW 1/4 SE 1/4

Section 21: NW 1/4 SE 1/4; E 1/2 SW 1/4; S 1/2 NE 1/4; W 1/2 NW 1/4; SE 1/4 NW 1/4

Section 22: NW 1/4 NW 1/4; SE 1/4 NW 1/4; S 1/2 NE 1/4

Section 23: SW 1/4 NW 1/4

Section 24: NW 1/4 SW 1/4

Section 25: NW 1/4 NE 1/4; N 1/2 NW 1/4; N 1/2 SW 1/4; SE 1/4 SW 1/4

Section 26: S 1/2 NE 1/4; N 1/2 S 1/4

Section 27: SW 1/4 NE 1/4; NE 1/4 SE 1/4; NW 1/4 NW 1/4; SE 1/4 NW 1/4

Section 28: SW 1/4 SW 1/4; NE 1/4 NE 1/4; NW 1/4 SE 1/4; NE 1/4 SW 1/4; S 1/2 NW 1/4; SE 1/4 SE 1/4

Section 29: SE 1/4 SE 1/4

Section 34: NW 1/4 NW 1/4; SE 1/4 NW 1/4; SW 1/4 NE 1/4

Section 35: NW 1/4 SW 1/4

Township 21 North, Range 54 East, M.D.B. & M.

Section 23: N 1/2 S 1/4

Section 34: S 1/2 SE 1/4

Section 35: S 1/4 NW 1/4; N 1/4 NW 1/4

Township 22 North, Range 54 East, M.D.B. & M.

Section 22: E 1/2 W 1/2, excepting oil, gas and other mineral deposits

Section 27: E 1/2 W 1/2, excepting oil, gas and other mineral deposits

TOGETHER WITH all of Grantor's interests and for domestic use therein, including domestic, water, and rights of said Parcel 1: Township 20 North Range 55 East, M.D.B. & M., all pumping plants now or hereafter used in connection therewith, and all other facilities used on said land, which pumping plants and wind machines are hereby declared to be

Section 2: Lot 4 (NW1/4); SW1/4;
Section 3: Lots 1 and 2 (N1/2E1/4); SW1/4; NW1/4; SE1/4

Section 10: NW1/4
Section 14: SE1/4; SW1/4; NW1/4

Township 21 North Range 55 East, M.D.B. & M.

Section 27: NW1/4
Section 33: SE1/4; E1/2SW1/4; E1/2NE1/4

Section 34: NW1/4; SE1/4; E1/2SW1/4; E1/2NE1/4

Township 18 North Range 56 East, M.D.B. & M.

Section 21: NW1/4

Township 20 North Range 56 East, M.D.B. & M.

Section 23: SW1/4

Township 20 North Range 57 East, M.D.B. & M.

Section 6: SW1/4

Parcel 2: Township 20 North Range 55 East, M.D.B. & M.

Section 14: NW1/4; SW1/4

Section 15: SE1/4

Section 23: E1/2SW1/4; SW1/4

Section 27: E1/2NE1/4

Section 34: NW1/4; SE1/4

Section 35: SW1/4

Township 18 North Range 57 East, M.D.B. & M.

Section 11: SE1/4SW1/4

M. J. ...

M. J. ...

TOGETHER WITH all waters and water rights appurtenant to, or hereafter used

in connection with, the above described real property, including, but not limited to, those

that are described in applications filed in the office of the Division of Water Resources of the State of Nevada listed below, and such certificates as have been

issued pursuant to such applications as follows:

Application Number	Certificate	Application Number	Certificate
1937	43	8301	1813
1958	42	8339	1639
2157	165	8571	1735
2199	149	8813	2021
2789	307	8814	2022
2855	308	8815	2023
5835	716	8995	2024
5836	1638	01327	Vested Right
5837	717	01423	Vested Right
5838	718	7131	1323
6369	795	21653	
6370	1381	21654	
3640	379	13650 (Well)	Certificate Issued
3641	373	20366 (Well)	None yet
7127	1320	20367 (Well)	None yet
7128	1321	7227	1642
7130	1322	01751	Vested right Credit Assn
7605	1640	21652	None yet
7606	2079	Stonehouse Field	Vested Right
7607	2080	Robie Field	Vested Right
8300	2552	Circle Ranch	Vested Right

TOGETHER WITH irrigation well equipment that is described as follows:

- North Well #1: Cummings Model HRF 681, Engine No. 306787, 200 H.P. Gear drive NO 110, Serial 11254362 U.S. Motors, Pump Vertiline Layne Bowler, Serial No. 29639
- South Well #1: Caterpillar diesel motor, Model E 152, Serial Power Unit No. 9J4024, 40 H.P. Gear box, Serial No. 15699, Johnson. Pomona turbine pump, Fairbanks & Morse, Serial No. FN4142.

fixtures, together with all tenements, hereditaments, easements, rights of way and appurtenances and issues and profits of said land with the right, but not the obligation, to collect the same, which right may be exercised by the Beneficiary while in or out of possession and either prior to or after any default by the Grantor.

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is intended to secure, and does hereby secure, the payment of indebtedness evidenced by promissory note(s) in favor of the Beneficiary described as follows:

Date	Amount	On demand; or, if no demand is made, then on	Date	Amount	On demand; or, if no demand is made, then on
April 5, 1966	\$252,125.00	Nov. 10, 1966			

with interest, which said interest, if not paid when due shall be added to the principal and bear the same rate of interest, said note(s) having been executed by one or more of the persons named as Grantor herein or the following party(ies):

This Deed of Trust is also security for the payment of (1) all sums which may be or become owing to the Beneficiary from the Grantor and Grantor's heirs, successors or assigns, or said party(ies) named in the immediately preceding paragraph, or from any one or more of them, whether resulting from advances to or in behalf of the Grantor, or Grantor's heirs, successors or assigns, or said named party(ies) or otherwise, with interest on all such sums; (2) substitution notes and renewals and extensions of all notes from Grantor and Grantor's heirs, successors or assigns in favor of or assigned to Beneficiary.

Advances made by the Beneficiary after discount or assignment of this Deed of Trust shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other revenue from all present and future oil, gas, and mineral leases, rights and operations affecting said premises.

Grantor requests that a copy of any notice of default, and of any notice of sale hereunder be mailed to Grantor at the address herein designated, and covenants and agrees that:

- (1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described and this Deed of Trust shall be security for all sums so paid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;
- (2) Grantor will comply with the Farm Credit Act of 1933, as amended, will pay, when due and payable, all obligations secured by judgment or other liens against said property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lie in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary;
- (3) Upon Grantor's default or breach, Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's sale;
- (4) Beneficiary may: (a) change any Trustee by certificate referring in general terms to all deeds of trust held by Beneficiary, which shall include this Deed of Trust and which upon recordation shall be conclusive proof of a proper substitution of the successor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor, without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condemnation or bankruptcy proceeding affecting the security or lien, incur necessary costs, expenses and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary;
- (5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to the person or persons legally entitled thereto and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. The recitals in full and in partial reconveyances and in any trustee's deed shall be conclusive;
- (6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the remainder of said premises for the full amount of said indebtedness then remaining;
- (7) 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.

Executed the date first hereinabove written.
Address _____

Labarry & Labarry Company, a co-partnership

Maria Teresa Labarry
 Maria Teresa Labarry
Raymond Labarry, Jr.
 Raymond Labarry, Jr.
Jean Pierre Labarry
 Jean Pierre Labarry
Mary Jean Labarry
 Mary Jean Labarry

State of _____ ss. **ACKNOWLEDGMENT**
 County of _____ (Individual Form)
 On _____, before me, the undersigned Notary Public in and for said County and State, personally appeared _____
 known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.
 My commission expires: _____

 Notary Public
 in and for said County and State

41914

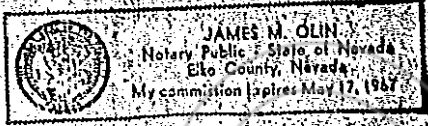
File No. _____
 RECORDED AT THE REQUEST OF
NeV. Livestock Prod. Credit Assn
 April 12 A. D. 19 66
 at 11 minutes past 11 A. M.
 In Book 10 of OFFICIAL RECORDS
 Page 321-324 Records of
 YUREKA COUNTY, NEVADA
William C. McLeod
 Recorder
 Fee \$ 9.25

STATE OF NEVADA

COUNTY OF *Elko*

On this 2nd day of April, 1966, personally appeared before me, a Notary Public in and for said County and State, MARIA TERESA LABARRY, RAYMOND LABARRY, JR., and JEAN PIERRE LABARRY, also MARY JEAN LABARRY, known to me to be the persons described in and who executed the foregoing instrument, and they 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 seal the day and year in this certificate first above written.



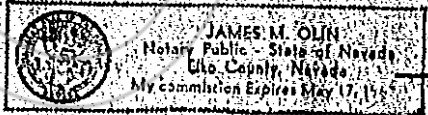
James M. Olin
Notary Public

STATE OF NEVADA

COUNTY OF *Elko*

On this 2nd day of April, 1966, personally appeared before me, a Notary Public in and for said County and State, MARIA TERESA LABARRY, RAYMOND LABARRY, JR. and JEAN PIERRE LABARRY, known to me to be all of the partners of the co-partnership that executed the within instrument, and acknowledged to me that such partnership executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



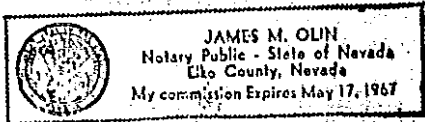
James M. Olin
Notary Public

STATE OF NEVADA

COUNTY OF Elko

On this 8th day of April, 1966, personally appeared before me, a Notary Public in and for said County and State, MARIA TERESA LABARRY, RAYMOND LABARRY, JR., and JEAN PIERRE LABARRY, also MARY JEAN LABARRY, known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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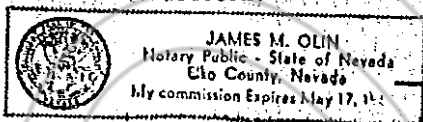
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STATE OF NEVADA

COUNTY OF Elko

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IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



James M. Olin
Notary Public

Administrators, successors, and assigns of each Grantor.
Address

Maria Teresa Labarry
Raymond Labarry, Jr.
Jean Pierre Labarry
Mary Jean Labarry

Labarry & Labarry Company, a co-partnership
By Maria Teresa Labarry
By Raymond Labarry, Jr.
By Jean Pierre Labarry

ACKNOWLEDGMENT (Individual Form)
State of Nevada
County of Elko
On April 8, 1966, before me, the undersigned Notary Public in and for said County and State, personally appeared
known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that executed the same.
My commission expires:
Notary Public in and for said County and State

41914
File No.
RECORDED AT THE REQUEST OF
Nev. Livestock Prod. Credit Assn
April 12 A. D. 19 66
of 11 minutes past 11 A. M.
in Book 10 of OFFICIAL RECORDS
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Recorder
Fee \$ 9.25