

DEED OF TRUST No. 65065-HW

THIS DEED OF TRUST, made this 12th day of November, 1966,
by and between CRESCENT VALLEY RANCH & FARMS, a Nevada corporation, Trustor,

and NEVADA TITLE GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, Trustee for A. Z. SEIZER, AUGUST I. DAMON, ELIZABETH DAMON, AARON MOYER, GERALDINE MOYER, FLORENCE BERENEY, HOUSTON A. SNIDOW, HORACE D. ORR, MARY ORR, BEOWAVE FARMS, INC., RALPH G. SEIBLY and ELIZABETH SEIBLY, Beneficiaries,

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the ~~City of~~ Counties of Eureka, Lander, Pershing & Humboldt, State of Nevada, more particularly described as follows in Exhibit "A" attached hereto. Reference is hereby specifically made to said Exhibit "A" and by such reference said Exhibit "A" is made a part hereof as though fully set forth herein.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$ 550,083.90, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained or herein adopted by reference.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper. Trustors shall also maintain public liability and property damage insurance with limits of at least \$100,000/\$25,000 issued by a company satisfactory to Beneficiaries and evidenced by a policy of insurance in form satisfactory to Beneficiaries.

THIRD: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of - - - - - Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Beneficiary. At any Trustee's Sale held hereunder Trustor shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

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

CRESCENT VALLEY RANCH & FARMS

By Leonard P. Wikoff, President

STATE OF NEVADA,

County of Washoe } ss.

On this 20th day of December, A. D., one thousand nine hundred and sixty-six

personally appeared before me, Edward E. Hale, a Notary Public in and for the County of Washoe, State of Nevada,

LEONARD P. WIKOFF known to me to be the President

of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument 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.

Edward E. Hale
Notary Public in and for the County of Washoe, State of Nevada.

ARLISSE'S FORM NO. 26 N-ACKNOWLEDGEMENT-CORPORATION-A-32934

My Commission expires June 29, 1969.

DOCUMENT No. _____

Filed for record at the request of _____

on _____ at _____ minutes past _____ o'clock _____ M.

Recorded in Book _____ of _____, Page _____, Records of _____

County, Nevada _____

County Recorder

FEE: \$ _____ By _____, Deputy.

WILSON & HALE
ATTORNEYS AT LAW
RENO, NEVADA

All those certain lots, pieces or parcels of land situate in the Counties of Eureka, Lander, Pershing and Humboldt, State of Nevada, that are described as follows:

TOWNSHIP 29 NORTH, RANGE 48 EAST, M.D.B.&M.

- Section 9: Southwest Quarter
Being in Eureka County, Nevada.
- Section 29: North Half and the Northeast Quarter of
Southeast Quarter
Being in Eureka and Lander Counties, Nevada.

TOWNSHIP 30 NORTH, RANGE 47 EAST, M.D.B.&M.

- Section 1: West Half
- Section 3: Northeast Quarter
- Section 11: West Half and the Southeast Quarter
- Section 21: Northeast Quarter
- Section 31: East Half and Lots 1, 4, 5, 10 and 16.
- Section 33: East Half
- Section 35: West Half and the Southeast Quarter
All being in Lander County, Nevada.

TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B.&M.

- Section 11: Northwest Quarter and the South Half of
Southwest Quarter and the Northeast Quarter
of Southwest Quarter
Being in Lander County, Nevada.
- Section 15: All
Being in Eureka County, Nevada
- Section 17: North Half and the South Half
Being in Eureka and Lander Counties, Nevada.

TOWNSHIP 31 NORTH, RANGE 48 EAST, M.D.B.&M.

- Section 17: Southeast Quarter
Being in Eureka County, Nevada.
- Section 19: Southwest Quarter
Being in Lander County, Nevada.
- Section 29: East Half
Being in Eureka County, Nevada.
- Section 31: Southwest Quarter
Being in Lander County, Nevada.

TOWNSHIP 34 NORTH, RANGE 37 EAST, M.D.B.&M.

- Section 5: North Half and the Southwest Quarter of the
Southwest Quarter of the Southwest Quarter.
- Section 17: North Half of the Northwest Quarter and the
South Half of the Northwest Quarter
- Section 21: Southwest Quarter
- Section 33: North Half
All being in Pershing County, Nevada.

- All of Lot 28, in Block 2
Lot 9 in Block 4
Lots 4 and 5 in Block 5
Lots 27-29 in Block 10
Lot 1 in Block 19
Lot 19 in Block 22
Lot 14 in Block 30
Lots 1-8 in Block 36, all in Unit No. 1.
All being in the County of Eureka, Nevada.
- All of Lot 3, Block 15, in Unit No. 2
Being in Eureka County, Nevada.
- All of Lots 1-16 inc. and Lots 19-30 inc., Grass Valley
Subdivision No. 1
Being in the County of Humboldt, State of Nevada.

WILSON & HALE
ATTORNEYS AT LAW
90 COURT STREET
RENO, NEVADA

Exhibit "A"
Page 2 of 2 pages

File No. **44160**
RECORDED AT THE REQUEST OF
Nevada Title Guaranty Co.
February 1 A. D. 19 **67**
at **35** minutes past **10** A. M.
In Book **17** of OFFICIAL RECORDS
Page **516-519** Records of
EUREKA COUNTY, NEVADA
Shelley A. McPhee
Recorder
Fee \$ **10.35**