

BR-80

Deed of Trust

This Deed of Trust, made and entered into this 2nd day of February, 19 67, by and between

Half Circle Cattle Co., Inc.

of Crescent Valley, Lander and Eureka County, State of Nevada, hereinafter called the "Grantor", and First Title Insurance Co.

Trustee, and NEVADA BANK OF COMMERCE, a banking corporation, organized and existing under and by virtue of the laws of the State of Nevada, and authorized to and doing a banking business in the State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH: THAT WHEREAS, the Grantor is indebted to the said Beneficiary, in the sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,300,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith, and made, executed and delivered by the said Grantor to the said Beneficiary, which note is in the principal sum of ONE MILLION THREE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,300,000.00), Seven and One-half Percent lawful money of the United States of America, together with interest thereon at the rate of _____ Percent per annum, which promissory note matures on the 26th day of December, 19 67.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said promissory note, and the principal and interest, and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustees, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustees all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in, or to the following described lots, pieces and parcels of land, improvements, and/or appurtenances, all of which are situated in the County of Lander and Eureka State of Nevada, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED

It is further agreed that if the undersigned shall sell and/or convey the premises during the existence of this deed of trust, the beneficiary or its assigns may at its option, declare all principal and interest due and payable.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances, thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustees and to their heirs, successors and assigns, for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

\$ 1,300,000.00

Seven and One-half

The following covenants, Nos. 1; 2 (Insurance).....; 3; 4 (Interest)..... percent per annum; 5; 6; 7 (Attorney's Fee)..... Reas. percent; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees, that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

The word "Grantor" and the language of this instrument shall, where there is more than one "Grantor", be construed as plural, and be binding on all Grantors; and upon his or their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto signed his name the day and year first above written.

Half Circle Cattle Co., Inc.

M. J. Lawrence, Jr.

President

SEAL
Affixed

Exhibit A

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 $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$;

Township 28 North, Range 49 East, MDB&M

Section 1: All
 2: S $\frac{1}{2}$ NE $\frac{1}{4}$;
 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 $\frac{1}{4}$ NW $\frac{1}{4}$;
 26: NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 28: NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$;
 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$;
 32: SE $\frac{1}{4}$ NW $\frac{1}{4}$;
 34: NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 35: NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 36: NW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$;

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 $\frac{1}{4}$;

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

Township 30 North, Range 50 East, MDB&M

Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;
14: W $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$;
15: All
16: NE $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ 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

STATE OF NEVADA

County of Elko } ss.On this 2nd day of February A.D., 19 67,personally appeared before me, Jean M. Mayfield, aNotary Public in and for the County of Elko, State of Nevada,M. T. Lawrence, Jr.

known to me to be the

President of the corporation that executed the foregoinginstrument, and upon oath did depose that he the officer of said corporation as above designated; thathe acquainted with the seal of said corporation, and that the seal affixed to said instrument is thecorporate seal of said corporation; that the signature to said instrument made by officer of said

corporation as indicated after said signature, 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 at my office in the County of Elko

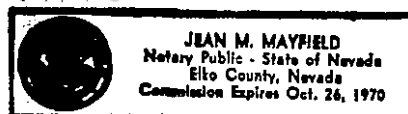
the day and year in this certificate first above written.

Jean M. Mayfield
Notary Public in and for the County of Elko

, State of Nevada.

My Commission Expires _____

(Acknowledgment—Corporation)

STATE OF ~~NEVADA~~ ARIZONACOUNTY OF MARICOPA } ss.On this 8th day of February, 1967,personally appeared before me, a Notary Public in and for said County and State, HARRY J. CAVANACHknown to me to be the person described in and who executed the foregoing instrument; who 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 last above written.

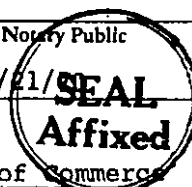
Notary Public

My Commission Expires: 3/21/68

(Acknowledgment—Individual)

44331

Filed for record at the request of Nevada Bank of Commerce
March 6, 1967, at 02 minutes past 8 A. M. Recorded In
 Book 18 of Official Records, page 236-242, Records of EUREKA
 COUNTY, NEVADA.
 Fee: \$ 4.55

William A. Ro Paul