

STATE OF NEVADA 98026

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made March 26, 1969 between

GEORGE W. BROWN, also known as George Wayne Brown, and RITA I. BROWN, 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

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) \$25,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on December 1, 1969 \$1,250.00 and

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$1,250.00 each, plus interest, 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 8 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, 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: 8%, 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: 3%, \$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 Eureka, Nevada 89316

George W. Brown
George W. Brown

Eureka, Nevada 89316

Rita I. Brown
Rita I. Brown

STATE OF NEVADA
COUNTY OF Elko ss.

On this 3rd day of April in the year 1969, before me, Etta Taber
a notary public in and for said county and State, personally appeared George W. Brown and Rita L. Brown,

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 - State of Nevada
My Commission Expires Oct. 15, 1969

My commission will expire:

Etta Taber

Notary Public in and for Elko
County, State of Nevada.

SPACE BELOW FOR RECORDER'S USE ONLY

When recorded please return to
THE FEDERAL LAND BANK OF BERKELEY
Berkeley, California 94701
THIS SPACE FOR LAND BANK USE ONLY

In Eureka County, Nevada, as follows:

Township 24 North, Range 52 East, Mount Diablo Base and Meridian

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter, in Section 1; above township and range;

Township 24 North, Range 53 East, Mount Diablo Base and Meridian

The South half of the Northeast quarter; the Southeast quarter of the Northwest quarter; Lots 4 and 5 of the Northwest quarter; the East half of the Southwest quarter; Lot 7 of the Southwest quarter; the Southeast quarter; Lot 6 of the Southwest quarter, all in Section 6; above township and range;

The North half of the Northeast quarter; the Northeast quarter of the Northwest quarter; and Lot 1 of the Northwest quarter, all in Section 7; above township and range.

CONTAINING 755 acres, more or less.

SUBJECT TO existing rights of way.

TOGETHER WITH the following described rights to the use of water:

- (a) The right to the use of water flowing in Eva Spring for the irrigation of 81.4 acres of the above described land, as more fully described in State of Nevada Proof of Appropriation of Water for Irrigation No. 02658 filed in the office of the State Engineer of The State of Nevada on January 22, 1969.
- (b) The right to the use of water for the irrigation of 22.8 acres of the above described land as more fully described in State of Nevada Certificate of Appropriation of Water No. 1195.
- (c) The right to the use of water for the irrigation of 8 acres of the above described land as more fully described in State of Nevada Certificate of Appropriation of Water No. 1409.
- (d) The right to the use of water for the irrigation of 160 acres of the above described land as more fully described in Amended Application For Permit To Appropriate The Public Waters Of The State of Nevada No. 22885 and Permit issued pursuant thereto by the State Engineer of the State of Nevada on April 5, 1967, and the right to the use of water under any Certificate of Appropriation of Water to be issued pursuant to said Application and Permit.

RECORDED AT THE REQUEST OF: Title Insurance & Trust Co.
 on April 18 1969 at 52 N. 10 A. M. in
 Book 28 of CR 21 415-417 RECORDS OF
 EUREKA COUNTY, NEVADA EXHIBIT "A"
 File No. 15033 For \$ 5.00