

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this ^{2nd coil} ~~3rd~~ day of ^{January 20th coil} ~~March~~, 1969, by and between LIBERTY LIVESTOCK, a co-partnership consisting of J. H. SEWELL, MOLLIE S. SEWELL, his wife, THOMAS H. GALLAGHER and DOROTHY S. GALLAGHER, his wife, of the City of Elko, County of Elko, State of Nevada, hereinafter called Trustors; and NEVADA TITLE GUARANTY COMPANY, a Nevada Corporation, Trustee; and CHARLES DAMELE, LEO J. DAMELE and JOHN V. DAMELE, a co-partnership, doing business under the name of STEPHEN DAMELE & SONS, and CHARLES DAMELE, also known as CHARLES J. DAMELE, and JUANITA DAMELE, his wife, LEO J. DAMELE and ELLEN DAMELE, his wife, JOHN V. DAMELE and ROBERTA DAMELE, his wife, of the County of Eureka, State of Nevada, hereinafter called Beneficiaries;

W I T N E S S E T H:

WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of SIX HUNDRED THIRTY-NINE THOUSAND DOLLARS, (\$639,000.00), lawful money of the United States of America, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by the Trustors to the said Beneficiaries, which Note is in the principal sum of \$639,000.00 lawful money of the United States of America.

NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of 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 said Trustors,

or which may be paid out or advanced by the Beneficiaries or Trustee, if such payments or advancements are made under the provisions of this instrument, with the interest in each case, hereby grant, bargain, sell, convey and confirm unto the said Trustee all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the said Trustors now have or may hereafter acquire of, in or to the property, improvements and appurtenances, situate in the County of Eureka, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustee and to its successors and assigns for the uses and purposes herein mentioned.

The following covenants of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust: Nos. 1; 2, (\$35,000⁰⁰); 3; 4, (7 %); 5; 6; 7, (reasonable; 8 and 9.

Said Trustors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor the existence, now or hereafter, or other security for the indebtedness secured hereby, or 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 Trustors agree that they will, in all respects, occupy, irrigate and harvest the hay crop on the above

described premises during the term of this Deed of Trust in a farmerlike manner as is customary in Eureka County, Nevada, and that they will not commit or suffer to be done any waste or damages; that they will apply for all B.L.M. grazing permits and that they will abide by all of the terms and conditions thereof to the end that all permits to graze livestock on the public domain will be retained as the same now exist, subject only to actions taken by the Bureau of Land Management over which the Trustors have no control; that they will apply and use all water rights to beneficial use during the term of this Deed of Trust so as not to be lost by abandonment or adverse use, all to the end that the premises and properties shall be properly kept and retained and in no way diminished during the term of this Deed of Trust.

The Trustors agree that they will not allow any mechanics, materialmen or other liens to exist against the above described property for a period exceeding 30 days.

In the event of any insured loss, the Trustors shall have the right to use any insurance proceeds therefrom to repair or rebuild the damaged or destroyed property.

This Deed of Trust shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

