

STATE OF NEVADA 203-712

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made October 20, 1972 between

LAVERNE D. MACHACEK, also known as LaVerne C. Machacek, also known as LaVerne Machacek
and EUNICE M. MACHACEK, also known as Eunice Machacek, 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:

Township 20 North, Range 53 East, Mount Diablo Base and Meridian.

Section 1: Lots 9, 10, 11 and 12

EXCEPTING therefrom all oil and gas as reserved in Patent executed by United States of America to LaVerne D. Machacek recorded November 26, 1963 in Book 2 of Official Records at page 8, Eureka County, Nevada.

Township 21 North, Range 53 East, Mount Diablo Base and Meridian.

Section 36: Lots 1, 2, 3, & 4; N $\frac{1}{2}$ N $\frac{1}{2}$; SW $\frac{1}{4}$

TOGETHER WITH underground water rights under Certificates 6205, 6235, 6234, 6233, and 6489, all as issued by the Nevada State Engineer.

TOGETHER WITH all of the rights accruing to the above described land for appropriation of surface flow under Applications 26659, 26708, 26658, 26706, all as issued by the Nevada State Engineer, 26707,

Containing 598.91 acres, more or less.

Subject to existing rights of way.

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) \$ 61,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on June 1, 1973 \$2,290.69 and

and interest

all interest then accrued, and, every 12 months thereafter, principal/in consecutive installments of \$ 7,018.19 each, ~~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 10 percent per annum; (e) all other money advanced as hereinafter provided; (f) all renewals, reamortizations, and extensions of indebtedness secured hereby. The rate of interest on unmatured principal balances and the rate of interest provided for in subsection (d) above are subject to increase or decrease in accordance with Beneficiary's variable interest rate policy.

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;
 (7) This instrument is given and accepted upon the express provision that in the event the herein-described property, or any part thereof, or any interest therein, is sold, conveyed or alienated by the Grantor, or by operation of law or otherwise, except by inheritance, all obligations secured by this instrument, irrespective of the maturity dates expressed herein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance, or alienation. Subsequent acceptance of any payment hereunder by Beneficiary shall not be deemed a waiver of any default by Grantor, or any sale, agreement to sell, conveyance, or alienation, regardless of Beneficiary's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

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, and the amount collected under any fire or other insurance policy, may be applied by Beneficiary upon any indebtedness secured hereby, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: 10%, 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 the parcel. Covenant No. 7: 2%, \$100 minimum. Covenant No. 9: Conveyance to new trustee 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. The rate of interest provided for in covenant No. 4 is subject to increase or decrease in accordance with Beneficiary's variable interest rate policy.

Executed the date first hereinabove written.

Address: P.O. Box 304
 Eureka, Nevada 89316

LaVerne D. Machacek
 LaVerne D. Machacek

P.O. Box 304
 Eureka, Nevada 89316

Eunice M. Machacek
 Eunice M. Machacek

STATE OF NEVADA
 COUNTY OF ELKO

On this 3rd day of January, in the year 1973, before me, Walter I. Leberski, a notary public in and for said county and State, personally appeared LaVerne D. Machacek and Eunice M. Machacek

known to me to be the person(s) 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.

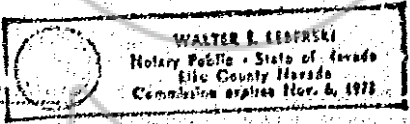
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Walter I. Leberski

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

My commission will expire



RECORDED AT THE REQUEST OF
 First American Title Co. of Nevada
 on February 7, 1973
 at 45 mins. past 10 A. M.
 in Book 44 of OFFICIAL
 RECORDS, page 446-448, RECORDS
 OF ELKO COUNTY, NEVADA
LaVerne D. Machacek
 Recorder
 No. 57062 Fee \$ 4.00

SPACE BELOW FOR RECORDER'S USE ONLY

When recorded please return to
 THE FEDERAL LAND BANK OF BERKELEY
 P. O. Box 525
 Berkeley, California 94701
 THIS SPACE FOR LAND BANK USE ONLY