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57134

SECOND DEED OF TRUST

1 THIS DEED OF TRUST made this 15<sup>th</sup> day of February,  
 2 1973, by and between BARBARA N. HOEKENGA, MARK T. HOEKENGA, and  
 3 MARK T. HOEKENGA, II, individually, and as President, Vice President,  
 4 and Secretary-Treasurer, respectively, of HOEKENGA CATTLE CO., a  
 5 Nevada Corporation, of Eureka, Nevada, hereinafter referred to as  
 6 "TRUSTOR", TITLE INSURANCE AND TRUST COMPANY, hereinafter referred  
 7 to as "TRUSTEE", and LUCKY C CATTLE CO., a Nevada Corporation,  
 8 hereinafter referred to as "BENEFICIARY",  
 9

W I T N E S S E T H:

10 That Trustor hereby grants, bargains, sells, conveys,  
 11 and confirms unto Trustee, in trust with power of sale, all that  
 12 certain property situate in the County of Eureka, State of Nevada,  
 13 more particularly described as follows, to wit:  
 14

Township 20 North, Range 52 East

- 15 Section 17: SW 1/4 and the SW 1/4 of the
- 16 SE 1/4
- 17 Section 18: S 1/2 of the NW 1/4, SW 1/4
- 18 of the NE 1/4, E 1/2 of the
- 19 SW 1/4 and the SE 1/4
- 20 Section 19: SE 1/4 of the NE 1/4
- 21 Section 20: N 1/2 and the NW 1/4 of the
- 22 SE 1/4
- 23 Section 21: SE 1/4 of the NW 1/4
- 24 Section 22: N 1/2 of the SE 1/4
- 25 Section 23: W 1/2 of the SW 1/4, SE 1/4
- 26 of the SW 1/4, SW 1/4 of the
- 27 SE 1/4
- 28 Section 26: NE 1/4 of the NW 1/4 and NW
- 29 1/4 of the NE 1/4

Township 20 North, Range 53 East

- 30 Section 28: NW 1/4 of the NW 1/4

Township 22 North, Range 50 East

- Section 19: SE 1/4 of NE 1/4 and NE 1/4
- of SW 1/4

Together with all water, water rights, dams  
 and ditches, water certificates, water appli-  
 cations of every name, nature, kind and  
 description used in connection with the above

*Return to Title Insurance or Trust*

*A.T.H. II*  
*B. M. W.*

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described premises, including but not limited to the following:

<u>Application No.</u>	<u>Certificate No.</u>
23466	
23467	
23468	
23549	7899
23359	7905
22111	7902
22112	7903
22113	7904
8184	1440
8139	1439
11188	4039
8256	1852

TOGETHER WITH all Taylor Grazing Rights appurtenant to the above described premises.

AND, ALSO, all of the estate, interest, homestead or other claim as well in law as in equity, which 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 water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with 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 ONE HUNDRED ELEVEN SIX HUNDRED ONE and 17/100's DOLLARS (\$111,601.17) as follows:

\$111,601.17 evidenced by a Promissory Note of even date herewith, with interest thereon, according to the terms of said Note, which Note is specifically referred to,

*M. T. H. II*  
*B. N. H.*

1 and by such reference is made a part hereof, as if set  
2 out in full, executed by Trustor and delivered to Benefi-  
3 ciaries, and payable to their order and any and all exten-  
4 sions or renewals thereof; payment of such additional  
5 sums with interest thereon, as may be hereafter loaned  
6 by the Beneficiaries to the Trustor when evidenced by  
7 a Promissory Note or notes of Trustor; payment of all  
8 other sums with interest thereon becoming due and payable  
9 under the provisions hereof to Trustee or to the Benefi-  
10 ciaries and the performance and discharge of each and  
11 every obligation, covenant and agreement of Trustor herein  
12 contained.

13 AND THIS INDENTURE FURTHER WITNESSETH:

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

22 SECOND: The following covenants, Nos. 1; 3; 4 (6-1/2%);  
23 5; 6; 7 (10%); 8 and 9 of Section 107.030, Nevada Revised Statutes,  
24 are hereby adopted and made a part of this Deed of Trust.

25 THIRD: The Trustor will continuously maintain extended  
26 coverage, hazard and other insurance, of such type or types and  
27 amounts as the Beneficiaries may from time to time require, on  
28 the improvements now or hereafter on said premises; all insurance,  
29 including the insurance above mentioned, shall be in companies  
30 approved by the Beneficiaries. The Policies and renewals thereof

*W. T. H. II*  
*B. N. N.*

1 shall be held by the Beneficiaries and have attached thereto loss  
2 payable clauses in favor of and in form acceptable to the Benefi-  
3 ciaries. In event of loss, the Trustors will give immediate notice  
4 by mail to the Beneficiaries, who may make proof of loss if not  
5 made promptly by the Trustor. Each insurance company concerned  
6 is hereby authorized and directed to make payment for such loss  
7 directly to the Beneficiaries instead of to the Trustor and the  
8 Beneficiaries jointly. The insurance proceeds, or any part thereof,  
9 may be applied by the Beneficiaries at their option either to the  
10 reduction of the indebtedness hereby secured or to the restoration  
11 or repair of the property damaged. In the event of foreclosure  
12 of this Deed of Trust or other transfer of title to said premises  
13 in extinguishment of the indebtedness secured hereby, all right,  
14 title and interest of the Trustor in and to any insurance policies  
15 then in force shall pass to the purchaser or grantee.

16           FOURTH: Trustor agrees that he will pay any deficiency  
17 arising from any cause after application of the proceeds of a sale  
18 held in accordance with the provisions of the covenants hereinabove  
19 adopted by reference.

20           FIFTH: If the premises or any part thereof be condemned  
21 under any power of eminent domain, or acquired for a public use,  
22 the damages, proceeds and the consideration for such acquisition,  
23 to the extent of the full amount of indebtedness upon this Deed  
24 of Trust and the Note secured hereby remaining unpaid, are hereby  
25 assigned by the Trustor to the Beneficiaries and shall be paid  
26 forthwith to the Beneficiaries to be applied by them on account  
27 of the last maturing installments of such indebtedness.

28           SIXTH: Trustor will pay all reasonable costs, charges  
29 and expenses, including attorneys' fees, reasonably incurred or  
30 paid at any time by the Beneficiaries because of the failure on

*M. T. H. II*  
*B. N. N*

1 the part of the Trustor to perform, comply with, and abide by each  
2 and every stipulation, agreement, condition and covenant of the  
3 Promissory Note and this Deed of Trust or either of them.

4 SEVENTH: Trustor hereby assigns to the Trustee any and  
5 all rents of the above-described premises and hereby authorizes  
6 the Trustee, without waiving or affecting the right to foreclosure  
7 or any other right hereunder, to take possession of the premises  
8 at any time after there is a default in the payments of the debt  
9 or in the performance of any of the obligations herein contained,  
10 and to rent the premises for the account of the Trustor.

11 EIGHTH: The lien of this instrument shall remain in full  
12 force and effect during any postponement or extension of the time  
13 of payment of the indebtedness or any part thereof secured hereby.  
14 The Beneficiaries may, without notice to or consent of Trustor,  
15 extend the time of payment of any indebtedness secured hereby to  
16 any successor in interest of the Trustor from liability thereon.

17 NINTH: The rights and remedies granted hereunder or  
18 by law shall not be exclusive but shall be concurrent and cumulative.

19 TENTH: The benefits of the covenants, terms, conditions  
20 and agreements herein contained shall accrue to, and the obligations  
21 thereof shall bind, the heirs, representatives, successors, and  
22 assigns of the parties hereto and the Beneficiaries hereof. When-  
23 ever used, the singular number shall include the plural, the plural  
24 the singular, and the use of any gender shall include all other  
25 genders, and the term "Beneficiary" shall include any payee of  
26 the indebtedness hereby secured or any transferee thereof, whether  
27 by operation of law or otherwise.

28 ELEVENTH: This Deed of Trust is executed by Trustor  
29 and accepted by Beneficiaries with the understanding and upon the  
30 express condition that if Trustor should make default in the per-

*W. T. H. II*  
*B. D. N.*

1 performance to Beneficiaries of any of the covenants and agreements  
2 herein set forth, then and in that event the full amount of the  
3 principal of the indebtedness secured hereby, plus interest, shall  
4 forthwith be and become wholly due and payable, notwithstanding  
5 the fact that the same would not otherwise be due according to  
6 the terms of the Promissory Note secured hereby.

7 TWELFTH: The trust created hereby is irrevocable by the  
8 Trustor.

9 THIRTEENTH: The undersigned Trustor requests that a copy  
10 of any notice of default and of any notice of sale hereunder be  
11 mailed to him at the address set forth beneath his signature hereto,  
12 which address is hereby declared to be a part of this Deed of Trust.

13 FOURTEENTH: This Second Deed of Trust is subject to a  
14 First Deed of Trust in favor of ANGEL CAROL FLORIO BEVVILLER,  
15 recorded the 20th day of August, 1964, in Book 5, Page 343, Docu-  
16 ment No. 40130.

17 IN WITNESS WHEREOF, Trustors have hereunto set their  
18 hands the day and year first above written.

19 HOEKENGA CATTLE CO.

20 By Barbara N. Hoekenga  
21 BARBARA N. HOEKENGA, President

22 Barbara N. Hoekenga  
23 BARBARA N. HOEKENGA, Individually

24 By Mark J. Hoekenga  
25 MARK T. HOEKENGA, Vice President

26 Mark J. Hoekenga  
27 MARK T. HOEKENGA, Individually

28 By Mark T. Hoekenga II  
29 MARK T. HOEKENGA, II, Secretary-  
30 Treasurer

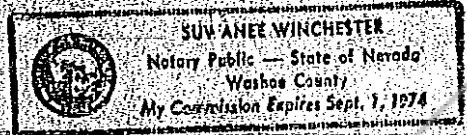
Mark T. Hoekenga II  
MARK T. HOEKENGA, II, Individually

M. T. H. II  
B. N. H.

1 STATE OF Nevada  
2 COUNTY OF Washoe

SS.

3 On this 20th day of February, 1973, personally  
4 appeared before me, a Notary Public, BARBARA N. HOEKENGA, ~~Notary~~  
5 ~~HOEKENGA~~, and MARK T. HOEKENGA, II, individually, and as ~~President~~,  
6 Vice President, and Secretary-Treasurer, respectively, of HOEKENGA  
7 CATTLE CO., a Nevada Corporation, of Eureka, Nevada, who acknowl-  
8 edged that they executed the foregoing instrument.



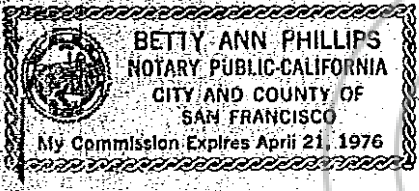
Suwanee Winchester  
Notary Public

STATE OF CALIFORNIA,

} ss:  
City and County of San Francisco  
On this 15th day of February in the year one thousand nine  
hundred and ~~seventy-three~~ before me, Betty Ann Phillips  
a Notary Public, State of California, duly commissioned and sworn, personally appeared  
Mark T. Hoekenga

known to me to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the City and County of San Francisco the day and year in this  
certificate first above written.



Betty Ann Phillips  
Betty Ann Phillips Notary Public, State of California.  
My Commission Expires April 21, 1976

FORM No. 32--General Acknowledgment.  
Printed on Southworth's Parchment Deed  
100% Cotton Fiber.

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RECORDED AT THE REQUEST OF Title Insurance & Trust Co.  
on Feb. 26 1973 at 10 o'clock PM of 8 A. M. B  
Book 45 of OFFICIAL RECORDS, page 70-76 RECORDS OF  
EUREKA COUNTY, NEVADA Phillips A. Notary Public  
Fee 9.00