

## STATE OF NEVADA No. 205-728

## Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made June 29, 1973 between  
MICHEL ETCHEVERRY who acquired title as  
FILBERT ETCHEVERRY AND MICHAEL ETCHEVERRY, a co-partnership, doing business as Eureka  
Livestock Company; MICHEL ETCHEVERRY who acquired title as  
FILBERT ETCHEVERRY AND NORMA ETCHEVERRY, his wife; MICHAEL ETCHEVERRY  
and MARGARET ETCHEVERRY, 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 and made a part hereof.

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) \$ 550,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on January 1, 1974 \$12,700.71 and

all interest then accrued, and, every 12 months thereafter, principal and interest in consecutive installments of \$ 53,950.71 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, agreed to be 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 one parcel. Covenant No. 7: 2%, \$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. 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.

P. O. Box 329  
Address Eureka, Nevada 89316

Filbert Etcheverry and Michael Etcheverry,  
a co-partnership, doing business as Eureka  
Livestock Company

By: *Filbert Etcheverry*  
X Filbert Etcheverry, Partner

By: *Norma Etcheverry*  
Norma Etcheverry, Partner

By: *Michael Etcheverry*  
Michael Etcheverry, Partner

By: *Margaret Etcheverry*  
Margaret Etcheverry, Partner

Rt. 8, Box 261, Bakersfield, Ca. 93307

Rt. 8, Box 261, Bakersfield, Ca. 93307

Rt. 8, Box 281, Bakersfield, Ca. 93307

Rt. 8, Box 281, Bakersfield, Ca. 93307

STATE OF NEVADA  
COUNTY OF ELKO

Michael Etcheverry who acquired title as

By: *Margaret Etcheverry*  
Margaret Etcheverry, Partner

By: *Filbert Etcheverry*  
Filbert Etcheverry

By: *Norma Etcheverry*  
Norma Etcheverry

By: *Michael Etcheverry*  
Michael Etcheverry who acquired title as

By: *Margaret Etcheverry*  
Margaret Etcheverry

On this 19th day of July, in the year 1973, before me, Stewart R. Wilson,  
a notary public in and for said county and State, personally appeared  
FILBERT ETCHEVERRY and NORMA ETCHEVERRY, his wife

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)

STEWART R. WILSON  
Notary Public - State of Nevada  
Elko County, Nevada  
Commission Expires Dec. 21, 1975



*Stewart R. Wilson*  
Notary Public in and for Elko  
County, State of Nevada.

My commission will expire:

SPACE BELOW FOR RECORDERS USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

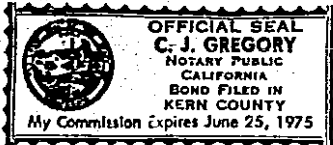
When recorded please return to  
THE FEDERAL LAND BANK OF BERKELEY  
P. O. Box 525  
Berkeley, California 94701

STATE OF California )  
County of Kern ) ss.

On July 25, 1973, before me, the undersigned  
a notary public in and for said County and State, personally appeared  
Filbert Etcheverry, Norma Etcheverry, Michel Etcheverry and Margaret  
Etcheverry

known to me to be the partners of the partnership that executed the within instrument,  
and acknowledged to me that such partnership executed the same freely and voluntarily  
for the uses and purposes therein contained.

*C. J. Gregory*



Notary Public in and for said County and State  
Residence: 1814 Brundage Lane,  
Bakersfield, California  
My commission expires: June 25, 1975

Form 1162 (Rev. 7-69) FLB Berkeley - Notarial Acknowledgment - Partnership

STATE OF CALIFORNIA )  
COUNTY OF Kern ) ss

ON July 25,....., 1973, before me, the  
undersigned, a Notary Public in and for said County and State, personally appeared  
Michel Etcheverry and Margaret Etcheverry



known to me to be the persons whose names are subscribed to the within  
instrument, and acknowledged to me that they executed the same.

*C. J. Gregory*

Notary's Signature.....  
Type or Print Notary's Name C. J. Gregory

GENERAL ACKNOWLEDGMENT  
Form No. 16

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL ITOWNSHIP 21 NORTH, RANGE 50 EAST, MDB&M.

Section 35: SE $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 36: SW $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 22 NORTH, RANGE 50 EAST, MDB&M.

Section 24: E $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 22 NORTH, RANGE 51 EAST, MDB&M.

Section 8: NW $\frac{1}{4}$ SE $\frac{1}{4}$   
 Section 19: Lot 3 and 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 30: Lot 1, 2, 3 & 4, NE $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 51 EAST, MDB&M.

Section 2: W $\frac{1}{2}$  of Lot 11  
 Section 13: N $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 14: N $\frac{1}{2}$ S $\frac{1}{2}$   
 Section 24: SW $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 26: NW $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 27: NE $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 52 EAST, MDB&M.

Section 19: Lot 5 & 9

TOWNSHIP 24 NORTH, RANGE 51 EAST, MDB&M.

Section 1: SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 2: E $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 11: NE $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 12: NW $\frac{1}{2}$ NW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 13: E $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 51 EAST, MDB&M.

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

Excepting from PARCEL I an undivided one-sixth interest in and to all minerals oil, gas and hydrocarbon substances as conveyed by OSCAR RUDNICK, et al, to JOHN L. BROWN by deed recorded December 28, 1950 in Book 24 of Deeds at page 109, Eureka County, Nevada, records

Further excepting from PARCEL I an undivided 33 1/3% interest in and to all minerals, oil, gas and hydrocarbon substances as conveyed by OSCAR RUDNICK et al to SAM RUDNICK by Deed recorded March 4, 1957 in Book 25 of Deeds at page 112, Eureka County, Nevada, records.

PARCEL IITOWNSHIP 22 NORTH, RANGE 49 EAST, MDB&M.

Section 4: W $\frac{1}{2}$ E $\frac{1}{2}$ ; SE $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ NW $\frac{1}{4}$ ; SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; NE $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 8: S $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 9: W $\frac{1}{2}$ E $\frac{1}{2}$   
 Section 16: NW $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 17: N $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 49 EAST, MDB&M.

Section 21: E $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 28: NW $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 33: W $\frac{1}{2}$ E $\frac{1}{2}$ ; E $\frac{1}{2}$ W $\frac{1}{2}$ ; SW $\frac{1}{2}$ SW $\frac{1}{4}$

Together with the water rights evidenced by the following described State of Nevada Proofs of Appropriation of Water:

<u>Proof No.</u>	<u>Source</u>	<u>Use</u>
01555	Garden Valley Creek	Irrigation
01952	East Cottonwood Creek	"
01953	Meadow Canyon Creek	"
01954	Parin Spring No. 2	"
01955	Basin Spring No. 1	"
01956	Cottonwood Spring	"
01957	Colls Creek	"
02781	Henderson Creek	"
02782	Henderson Creek	"
02783	Henderson Creek	"
02784	Pete Hanson Creek	Stockwater

<u>Application No.</u>	<u>Certificate No.</u>	<u>Source</u>	<u>Use</u>
2732	480	Roberts Creek	Irrigation
12743	5880	Mad Spring	Stockwater
13703	6145	Underground	Stockwater
16802	5078	Roberts Creek	Irrigation

Also together with all other water rights from all sources used in the operation of this livestock unit.

CONTAINING 3,683.9 acres, more or less.

SUBJECT TO existing rights of way.

RECORDED AT THE REQUEST OF  
 First American Title Co. of Nevada  
 on August 1 1973  
 at 13 mins. past 1 P. M.  
 in Book 46 of OFFICIAL  
 RECORDS, page 32-36, RECORDS  
 OF EUREKA COUNTY, NEVADA.  
*Shirley P. McTear*  
 Recorder  
 No. 57487 Fee \$ 7.00  
 File No. 57487