

5.4 (Rev 9-64) DEED OF TRUST

Recording requested by and to be returned to:

Nevada Livestock Production Credit Assoc.  
P. O. Box 3379  
Reno, Nevada 89505

THIS DEED OF TRUST, made November 13, 1973, between George W. Brown and Rita I. Brown, his wife,

and Nevada Livestock PRODUCTION CREDIT ASSOCIATION of Reno, Nevada as Grantor, a corporation, having its principal place of business in Reno, Nevada, and Nevada Livestock PRODUCTION CREDIT ASSOCIATION of Reno, Nevada, as Trustee, a corporation organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933, as amended, Beneficiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Township 24 North, Range 52 East, M. D. B. & M.

The Southeast quarter (SE 1/4) of the Northeast quarter (NE 1/4) and the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4); above township and range;

Township 24 North, Range 53 East, M. D. B. & M.

The South half (S 1/2) of the Northeast quarter (NE 1/4); the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4); Lots 4 and 5 of the Northwest quarter (NW 1/4); the East half (E 1/2) of the Southwest quarter (SW 1/4); Lot 7 of the Southwest quarter (SW 1/4); the Southeast quarter (SE 1/4); Lot 6 of the Southwest quarter (SW 1/4); all in Section 6, above township and range;

The North half (N 1/2) of the Northeast quarter (NE 1/4); the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4); and Lot 1 of the Northwest quarter (NW 1/4), 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.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic use thereon, 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

figures; together with all tenements, hereditaments, easements, rights of way and appurtenances to said land; and all rents, issues and profits of said land with the right, but not the obligation, to collect the same, which right may be exercised by the Beneficiary while in or out of possession and either prior to or after any default by the Grantor.

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is intended to secure, and does hereby secure, the payment of indebtedness evidenced by promissory note(s) in favor of the Beneficiary described as follows:

Dated	Amount	On demand, or, if no demand is made, then on	Dated	Amount	On demand, or, if no demand is made, then on
Nov. 13, 1973	\$62,708.00	Nov. 10, 1974			

with interest, which said interest, if not paid when due shall be added to the principal and bear the same rate of interest, said note(s) having been executed by one or more of the persons named as Grantor herein or the following party(ies):

This Deed of Trust is also security for the payment of (1) all sums which may be or become owing to the Beneficiary from the Grantor and Grantor's heirs, successors or assigns, or said party(ies) named in the immediately preceding paragraph, or from any one or more of them, whether resulting from advances to or in behalf of the Grantor, or Grantor's heirs, successors or assigns, or said named party(ies) or otherwise, with interest on all such sums; (2) substitution notes and renewals and extensions of all notes from Grantor and Grantor's heirs, successors or assigns in favor of or assigned to Beneficiary.

Advances made by the Beneficiary after discount or assignment of this Deed of Trust shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other revenue from all present and future oil, gas, and mineral leases, rights and operations affecting said premises.

Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at the address herein designated, and covenants and agrees that:

- (1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described and this Deed of Trust shall be security for all sums so paid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;
- (2) Grantor will comply with the Farm Credit Act of 1933, as amended; will pay, when due and payable, all obligations secured by judgment or other liens against said property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary;
- (3) Upon Grantor's default or breach, Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's sale;
- (4) Beneficiary may: (a) change any Trustee by certificate referring in general terms to all deeds of trust held by Beneficiary, which shall include this Deed of Trust and which upon recordation shall be conclusive proof of a proper substitution of the successor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor, without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condemnation or bankruptcy proceeding, affecting the security or lien, incur necessary costs, expenses and attorney fees therefor; and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary;
- (5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to 'the person or persons legally entitled thereto' and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. The recitals in full and in partial reconveyances and in any trustee's deed shall be conclusive;
- (6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the remainder of said premises for the full amount of said indebtedness then remaining;
- (7) 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.

Executed the date first hereinabove written.

Address  
Box 229, Eureka, Nevada 89316  
George W. Brown  
George W. Brown  
Rita J. Brown  
Rita J. Brown

State of NEVADA      **ACKNOWLEDGMENT**  
County of EUREKA ss.      (Individual Form)

On November 13, 1973, before me, the undersigned Notary Public in and for said County and State, personally appeared George W. Brown  
and Rita J. Brown his wife

known to me to be the person S described in and whose names ARE subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires:

Willis A. DePaoli  
Notary Public — State of Nevada  
Eureka County  
My Commission Expires Oct. 14, 1977

Notary Public  
in and for said County and State

RECORDED AT THE REQUEST OF  
Nevada Livestock Prod. Credit Assn  
on November 16, 19 73  
at 46 mins. past 10 A. M.  
in Book 47 of OFFICIAL  
RECORDS, page 10-11 RECORDS  
OF EUREKA COUNTY, NEVADA  
Willis A. DePaoli  
Notary Public  
No. 58016 Fee \$ 4.00