

STATE OF NEVADA

Loan No. 213186

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made April 6, 1976 between

JOHN W. MARVEL and WILBURTA S. MARVEL, 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, assessments, rights of way, and appurtenances to said land, and the rents, issues, and profits thereof;

As security for the payment of: (a) \$ 310,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its office at Berkeley, California, as follows: on

December 1, 1976 \$6,059.41 plus plus interest all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$32,959.41 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 renewals, reamortizations, and extensions of the indebtedness evidenced by said note(s) secured hereby; (e) all money advanced to any receiver of the premises described herein; (f) all other money that may be advanced under provisions hereinafter recited in this deed of trust.

The promissory note(s) evidencing the indebtedness secured by this deed of trust contains a provision whereby the rates of interest on the unmatured principal portion of the indebtedness and on items in default are subject to change whenever the new loan interest rate of the Beneficiary is either increased or decreased.

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 to be applied on the indebtedness secured hereby.
- (5) Grantor will comply with the Farm Credit Act of 1971 and Federal Reclamation Act, and will care for the security in a farmer-like 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: Money so expended plus interest accrued thereon shall be secured hereby; the rate of interest being subject to change in accordance with Beneficiary's variable interest rate plan. 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.

Executed the date first hereinabove written.

Address P. O. Box 432
Battle Mountain, Nevada 89820

John W. Marvel
John W. Marvel

P. O. Box 432
Battle Mountain, Nevada 89820

Wilburta S. Marvel
Wilburta S. Marvel

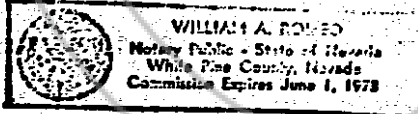
STATE OF NEVADA }
COUNTY OF Elko } ss.

On this 16 day of April, in the year 1976, before me,
a notary public in and for said county and State, personally appeared
John W. Marvel and Wilburta S. Marvel

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)



William A. Rowe
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

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EXHIBIT "A"

TOWNSHIP 33 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 13: All
Section 14: All
Section 23: All
Section 24: All
Section 25: All
Section 26: All, except a portion lying and being in the NE $\frac{1}{4}$ of said Section 26, conveyed by Joe Filippini and wife, to The Western Pacific Railroad Company by Deed dated June 14, 1947, recorded in Book 23, Page 176 of Deeds.

ALSO, excepting therefrom a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26, conveyed by Joe Filippini and wife, to National Lead Company, by Deed dated November 19, 1946, and recorded in Book 23, Page 135 of Deeds.

Section 27: All that portion thereof situate, lying and being on the Southerly side of the Western Pacific Railroad Company's right of way as the same now crosses said Section 27;
EXCEPT a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section, conveyed by Joe Filipini and wife, to National Lead Company by Deed dated November 19, 1946, recorded in Book 23, Page 135 of Deeds.

Section 33: All that portion of the W $\frac{1}{2}$ situate, lying and being on the Southerly side of the Southern Pacific Railroad Company's right of way, as the same now crosses said Section 33.

Section 35: E $\frac{1}{2}$
Section 36: E $\frac{1}{2}$ NE $\frac{1}{4}$ and that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, lying Northerly of the proposed 200 foot left or northerly right of way line of Nevada Interstate Route 30, Federal Air Project I-080-4(6)254, and Southerly of the 180 foot right of Southerly highway right of way line of Nevada State Route 1 (U.S. 40), conveyed to Tony Miller, et ux, by Deed recorded in Book 27, Page 24, of Deeds.

There is specifically excepted from the foregoing, those portions of Sections 25, 26, 27, 33 and 36, heretofore deeded to the State of Nevada on relation of its Department of Highways, in Deed recorded in Book 26, Page 282, File No. 36887, Book 27, Page 27, File No. 38803; and in Book 27, Page 30, File No. 38804 of Deeds.

TOWNSHIP 33 NORTH, RANGE 49 EAST, M.D.B. & M.

Section 31: Portions of Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northerly of the proposed 200 foot left or Northerly highway right of way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and Southerly of the 180 foot right or Southerly highway right of way line of Nevada State Route 1 (U.S. 40), as conveyed to Tony Miller, et ux, by Deed recorded in Book 27, Page 24 of Deeds.

Containing 4,785 acres, more or less.

"TOGETHER WITH the right to divert water from the Humboldt River for irrigation of 1031.4 acres of the above-described land as allotted to William Dunphy Estate in the Edwards Decree issued out of the Sixth Judicial Court of the State of Nevada in and for the County of Humboldt"- Action No. 2804.

ALSO TOGETHER WITH the right to divert 6.087 c.f.s. of water from a gravel pit for irrigation of 312.99 acres of the above described land as evidenced by Certificate No. 4872; together with the right to use 5.998 c.f.s. of water from a well located in the Northwest quarter of the Southwest quarter of Section 24, Township 33 North, Range 48 East, Mt. Diablo Base and Meridian for irrigation of 361.2 acres of the above described land as evidenced by Certificate No. 6214; together with the right to use 3.686 c.f.s. of water from a well located in the Northeast quarter of the Northeast quarter of Section 23, Township 33 North, Range 48 East, Mt. Diablo Base and Meridian as evidenced by Certificate No. 8461; all of the aforesaid certificates being on file with the State Engineer."

RECORDED AT THE REQUEST OF Frontier Title Company
on April 20, 1976, at 51 mins. past 10 A.M. in
Book 54 of OFFICIAL RECORDS, page 268-271 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61071 Fee \$ 6.00

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