

61271

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST, made this 28th day of November, 1975, by and between DALTON WILSON and PENELOPE A. WILSON, his wife, of P.O. Box 4, Eureka, Nevada, as Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, Elko, Nevada, as Trustee, and E. C. JOHNSTON and ETHEL B. JOHNSTON, his wife, of Eastland, Texas, as Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey, and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real and personal property situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 20: All, being 640 acres, more or less.

TOGETHER with any and all improvements thereon.

TOGETHER with all water and water rights on or appurtenant to said land, including the right to four certain water certificates more specifically described in Exhibit A attached hereto. Together with whatever irrigation equipment now or hereafter owned by the Trustors on said above described property.

SUBJECT to all easements and reservations of record.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated November 28, 1975, for the

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principal sum of \$98,000.00, bearing interest from December 1, 1975, at the rate of 7% per annum, said principal sum and interest being payable in installments as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable to the Beneficiaries at Eastland, Texas, or wherever else said Beneficiaries, in writing, may designate. Said Note is hereby referred to and incorporated herein as though set forth in full herein. This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or any of them, may or shall hereafter loan or advance to the Trustors, or either of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustors, or either of them, to the said Trustee, or the Beneficiaries, or any of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including all fences, buildings, and other improvements thereon in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises

and not commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon. The Trustors agree to maintain the existing water rights in connection with said property and shall put the same to beneficial use, so as to keep said water rights from being lost or otherwise forfeited. It is understood, however, that all provisions herein pertaining to water rights are subject to the terms and conditions of a certain Supplement to Contract of Sale, dated August 29, 1975, between the Trustors and the Beneficiaries.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries, and their successors and assigns, against all lawful claims and demands of all persons whomsoever, subject to the specific provisions of the above mentioned Supplement to Contract of Sale, dated August 29, 1975, pertaining to water rights.

4. The following covenants No. 1, 2(\$ _____), 3, 4(7%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept, and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors, and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee, or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does, include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder

shall be judicially declared invalid, or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request consent, or other paper or document believed to be genuine and signed by the proper parties.

10. To the extent that this Deed of Trust includes . . . personal property, it shall be deemed a Security Agreement and Financing Statement, and in the event of Default, the Beneficiaries shall have all remedies pertaining thereto including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers all irrigation equipment used in connection with or attached to the real property herein described, and DALTON WILSON and PENELOPE A. WILSON, his wife, are the record owners of said real property. So long as there is no default in the obligation secured hereby, the Trustors shall have the right to

make the usual and ordinary replacements of said equipment, which replacements or additions shall be subject to this Security Agreement.

11. This Deed of Trust is subject to all the terms and conditions of the above mentioned Supplement to Contract of Sale dated August 29, 1975, between the Trustors and Beneficiaries.

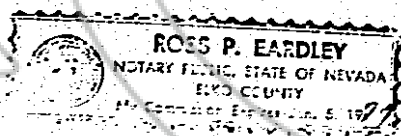
IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

Dalton Wilson
DALTON WILSON

Penelope A. Wilson
PENELOPE A. WILSON

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 28th day of November, 1975, personally appeared before me DALTON WILSON and PENELOPE A. WILSON, who acknowledged that they executed the above instrument.



Ross P. Eardley
NOTARY PUBLIC

EXHIBIT "A"

The following described water right Certificates are appurtenant to Section 20, Township 21 North, Range 54 East, M.D.B.&M.:

1. Permit No: 18848, Certificate No: 5962
Name: E. C. Johnston
Well located in SW $\frac{1}{4}$ SW $\frac{1}{4}$ of the above Section 20.
Water appurtenant to W $\frac{1}{2}$ of the above Section 20,
(316.175 acres)
Duty of Well: 3.301 cfs, not to exceed 1264.7 acre feet annually

2. Permit No: 18849, Certificate No: 5963
Name: Ethel B. Johnston
Well located in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of above Section 20.
Water appurtenant to E $\frac{1}{2}$ of Section 20, as above set forth (310.936 acres)
Duty of Well: 2.719 cfs, not to exceed 1243.74 acre feet annually

3. Permit No: 19016, Certificate No: 5964
Name: Ethel B. Johnston
Well located in NW $\frac{1}{4}$ NE $\frac{1}{4}$ of the above Section 20.
Water appurtenant to E $\frac{1}{2}$ of Section 20 as above set forth (310.936 acres)
Duty of Well: 3.974 cfs, not to exceed 1243.74 acre feet annually

4. Permit No: 19017, Certificate No: 5965
Name: E. C. Johnston
Well located in NE $\frac{1}{4}$ NW $\frac{1}{4}$ of above Section 20.
Water appurtenant to W $\frac{1}{2}$ of above Section 20,
(316.175 acres)
Duty of Well: 4.04 cfs, not to exceed 1264.7 acre feet annually

RECORDED AT THE REQUEST OF First American Title Co. of Nevada
on May 6, 1976, at 06 mins. past 2 P. M. In
Book 54 of OFFICIAL RECORDS, page 488-494, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61271 Fee \$ 9.00

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