

THIS INSTRUMENT EXECUTED IN
DUPLICATE FOR RECORDING IN
EACH OF THE COUNTIES IN
WHICH THE PROPERTY DESCRIBED
IS SITUATED.

62400

STATE OF NEVADA

Loan No. 214203

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made August 17, 1976 between

D. V. CORPORATION, a Nevada corporation;

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 and Nye Counties, 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) \$ 400,000.00, 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 November 1, 1976

plus interest

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$ 43,040.70 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) Release 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, 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: 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 331
Eureka, Nevada 89316

D-V CORPORATION

BY: *E. E. Eyre, Jr.*
E. E. Eyre, Jr., President

BY: *Charles B. Evans, Jr.*
Charles B. Evans, Jr., Secretary

STATE OF Nevada)
) ss.
COUNTY OF Elko)

On 21st day of Oct. 1976, before me, the undersigned notary public, in and for said County and State, personally appeared E. E. Eyre, Jr. and Charles B. Evans, Jr. known to me to be the President and Secretary respectively, of the corporation that executed the within instrument, and known to me to be the duly authorized persons who executed said instrument on behalf of said corporation; and, being by me duly sworn, stated that they are the officers of said corporation as hereinabove respectively designated; that they as such officers, being authorized to do so, did execute the foregoing instrument on behalf of said corporation for the purpose and consideration therein contained; that such corporation freely and voluntarily executed the within instrument pursuant to its bylaws or a resolution of its board of directors; that they are acquainted with the seal of said corporation, and that the seal affixed to said instrument is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 ESTER RYAN
Notary Public - State of Nevada
Elko County, Nevada
Commission expires April 9, 1980 (Seal)

Ester Ryan
Notary Public in and for said County and State
Residing at Elko, Nevada
My commission will expire: April 9, 1980

FORM 1085 (Rev. 3-72) FLS BERKELEY—Corporation Acknowledgment (4 states)

FOR RECORDER'S USE ONLY

BOOK 57 PAGE 205

FOR LAND BANK USE ONLY

Recorded please return to
LAND BANK OF BERKELEY
P.O. Box 525
Berkeley, California 94701

EXHIBIT "A"

EUREKA COUNTY

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 9: All
Section 21: E $\frac{1}{2}$

NYE COUNTY

PARCEL 1:

TOWNSHIP 14 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 2: SW $\frac{1}{4}$ of NW $\frac{1}{4}$
Section 3: S $\frac{1}{2}$ of NE $\frac{1}{4}$; S $\frac{1}{2}$ of NW $\frac{1}{4}$ and Lots 3 and 4
Section 4: Lot 1 and SE $\frac{1}{4}$ of NE $\frac{1}{4}$

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 28: W $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 33: S $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and E $\frac{1}{2}$ of SE $\frac{1}{4}$
EXCEPTING all coal and other minerals.

PARCEL 2:

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 4: Lots 1 and 2; S $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$

Containing 1,920 acres, more or less.

"TOGETHER WITH the right to use stockwater and irrigation water from springs, creeks and wells on 1,187.94 acres of the above described land as evidenced by the following Proofs of Appropriation and Certificates of Appropriation of Water (Applications to Appropriate) filed with and/or issued by the State Engineer:

<u>PROOF NUMBER</u>	<u>SOURCE</u>	<u>USE</u>
✓ 01123	Water Canyon Springs	Irrigation
✓ 01124	Water Canyon Springs	Stockwater
✓ 01323	Meadow Creek	Irrigation
✓ 01345	Coal Burner Spring	Stockwater
✓ 01346	Cabin Springs	Stockwater

<u>CERTIFICATE NO.</u>	<u>APPLICATION NO.</u>	<u>SOURCE</u>	<u>USE</u>
✓ 2319	8953	Nine Mile Canyon Creek	Stockwater
✓ 2387	8942	John Blair Spring	Irrigation
✓ 2388	8943	Segura No. 1 Spring	Stockwater
✓ 2389	8944	Segura No. 2 Spring	Stockwater
✓ 2390	8945	Segura No. 3 Spring	Stockwater

<u>CERTIFICATE NO.</u>	<u>APPLICATION NO.</u>	<u>SOURCE</u>	<u>USE</u>
✓ 2391	8946	Segura No. 4 Spring	Stockwater
✓ 2392	8947	Segura No. 5 Spring	Stockwater
✓ 2393	8948	Segura No. 6 Spring	Stockwater
✓ 2394	8949	Segura No. 7 Spring	Stockwater
✓ 2395	8950	Segura No. 8 Spring	Stockwater
✓ 2396	8954	Charles Allison Spring	Stockwater
✓ 2397	9040	Meadow Canyon Creek	Irrigation
✓ 2398	9041	Antelope Valley Spring	Stockwater
✓ 3723	9042	Coal Burner Spring	Stockwater
✓ 5322	13701	South Flat Spring	Stockwater
✓ 5323	13702	Horse Spring	Stockwater
✓ 5324	13703	Road Canyon Spring	Stockwater
✓ 5325	13704	Willow Spring	Stockwater
✓ 5326	13705	South Spring	Stockwater
✓ 5327	13815	Homestead Spring	Stockwater
6195	19292	Underground	Irrigation
6279	19293	Underground	Irrigation
6959	24262	Underground	Irrigation
6960	24263	Underground	Irrigation
6961	24264	Underground	Irrigation
6962	24265	Underground	Irrigation
7506	24202	Underground	Stockwater
7507	24203	Underground	Stockwater
7520	24204	Underground	Stockwater
7521	24205	Underground	Stockwater
✓ 7995	25854	Underground	Stockwater

"TOGETHER WITH the following enumerated components of the sprinkler irrigation system located in Section 9 and the East one-half of Section 21, Township 21 North, Range 53 East, Mount Diablo Base and Meridian, which are deemed by the Trustor to be fixtures and a part of the real property encumbered by this deed of trust:

1. 21 one-quarter mile wheel move irrigation system complete with mainline connectors and sprinkler heads
2. 3.5 miles of 6" and 8" aluminum mainline surface pipe complete with risers and connectors;

and all replacement parts or additional equipment which may hereafter be acquired for irrigation of the subject land."

Page 2 of 2 Pages

RECORDED AT THE REQUEST OF Frontier Title Company
 on November 3, 1976 at 15 mins. past 9 A.M. in
 Book 57 of OFFICIAL RECORDS, page 204-207, RECORDS OF
 EUREKA COUNTY, NEVADA WILLIS A. DIPAOLI Recorder
 File No. 62400 Fee \$ 6.00

BOOK 57 PAGE 207