

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST, made and entered into this 4th day of February, 1977, by and between FRANK B. DENIS and VETRA DENIS, his wife, of Turlock, California, First Parties, hereinafter called the Grantors; RICHARD G. BARROWS, of Elko, Nevada, Second Party hereinafter called the Trustee; and ROYCE KELLY, of Amarillo, Texas, and D. A. KELLY, of Brownfield, Texas, Third Parties, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, DIVADA FARMS, INC. executed and delivered unto the above Beneficiaries a Deed of Trust to the property therein described, dated June 5, 1973, to secure the payment of a Promissory Note in the sum of \$162,250.00, and

WHEREAS, the above Grantors have purchased said property from DIVADA FARMS, INC., and assumed to be bound by said Deed of Trust and Note, and

WHEREAS, it is the above desire of the parties hereto to amend the terms of said Deed of Trust;

NOW, THEREFORE, for and in consideration of the agreement of Beneficiaries to cancel the administrative foreclosure sale under said Deed of Trust, the same is hereby amended by the addition of the following covenants:

Wilson, Revised Returns, etc.
 WILSON AND WILSON, LTD.
 Attorneys at Law
 P. O. Box 389
 Elko, Nevada 89601

1.
 BOOK 58 PAGE 255

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A. Said Grantor hereby covenants and agrees that it will operate the ranch premises according to dictates of good husbandry, as defined by ranch practice in the area in which the ranch is located; that it will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; that it will apply for and use the grazing and forest rights or, if not used, it will apply for proper nonuse, all to the end that the same will not be terminated by the Bureau of Land Management and the Forest Service; and that it will maintain the premises in as good condition as they are now in, reasonable wear and tear excepted.

B. The giving of notice of forfeiture of any or all of the water rights appurtenant to the property shall be an event of default.

That said original Deed of Trust, except as herein amended, shall in all respects continue in full force and effect.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Frank B. Denis
FRANK B. DENIS
Vetra Denis
VETRA DENIS

STATE OF Nevada,)
COUNTY OF Washoe) SS.

On this 7th day of February, 1977, personally appeared before me, a Notary Public, FRANK B. DENIS and VETRA DENIS, his wife, who acknowledged that they executed the above instrument.

ROBERTA M. GRIENER
Notary Public - State of Nevada
Washoe County
My Commission Expires Sept. 23, 1979

Roberta M. Griener
NOTARY PUBLIC

RECORDED AT THE REQUEST OF 1ST COMMERCIAL TITLE COMPANY
on FEBRUARY 7, 19 77, at 54 mins past 9 A. M. In
Book 58 of OFFICIAL RECORDS, page 255-256, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62701 Fee \$ 4.00

WILSON, WILSON AND BARROWS, LTD.
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BOOK 58 PAGE 256