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|  | DEE  | D OF TRUST WITH  | ASSIGNMENT OF  | KEINIS   |  |
| COARR DEVION   | * CAMILY A Con   | eral Partnership<br><i>t Paxton &amp; Mauri</i><br>Individuals   | of December, 19, consisting of ine C. Paxton, his  | Taft Paxton. C.  | between<br>Tad Paxton and<br>axton ,IRUSTOR,   |
|  | (Number and  | Street) (  | Kanosh,<br>City)   | (State)  | TRUSTEE, and   |
| Frontier Lit   | ŧ₥₮₮₣₣₥₽₽₽₽<br>₽₋₣₽⋒₽₽₽₽   | MXXXXXXXXXXXXXXXXXXX<br>PANY, Salt Lake  | Nevada corporatio  |  |  |
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| WITNESSETH: T  |  |  | with power of sale,  | ther property in   | _ \  |
|  | , County   | of EUREKA  | , State of INE   | VADA described a   | / /  |
| FOR DESCRI   | PTION OF PROPER  | TY SEE EXHIBIT "   | A" ATTACHED HERE   | 10:  | ))   |
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| Together with the collect and apply such a   | rents, issues and profits th   | ereof, subject, however, to  | the right, power and outhori   | ty hereinufter given to ord  | conformed upon Saneficiery to  |
| For the purpose o  | of securing (1) payment of the   | he sum of \$ 2,785,796   | icime, and all autoralous or   | renewals thereof; and (2) ?  | ng to the terms of a prominuor,<br>he performance of each large-<br>hermafter he laceted to Treater.   |
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| STATE OF UTAH                                | )  |
|--|--|
| COUNTY OF Millard                            | ) ss   |
| 1 on April 1920                              | personally appeared before me, A Notary Public, TAFT PAXTON &  |
| My Commission expires:                       | D J. H. Harnor   |
| May 1 1982                                   | noted g 1 above  |
| STATE OF COLORADO )                          |  |
| COUNTY OF MONTROSE)                          | personally appeared before me, A Notary Public, C. TAD   |
| PAXTON tho acknowledged t                    | hat he executed the above instrument.  |
| My Commaission expires:                      | Notary Public  |
| June 21,1982                                 | notary rustre  |
| STATE OF UTAH )                              |  |
| COUNTY OF Settlete                           | 55   |
| SEAL CHARTER F. FAIR                         | personally appeared before me, A Notary Public,  |
| GEVELLEVE P. RAWSON who a                    | cknowledged that she executed the above instrument.  |
| My Commission expires:                       | O Sordon K. Kock   |
| 12-20-81                                     | Notary Public  |
|  |  |
| STATE OF UTAH                                | 55   |
| COUNTY OF Millord                            |  |
| On this 2d day of                            | . 1979. personally appeared before me<br>a Notary Public in and for Milland County.  |
| State of little TAFT PAYTO                   | N, known to me to be one of the sole members of FRANK PAXTON nership, and the person described in and who executed the   |
| foregoth instrument, who                     | acknowledged to me that he executed the same freely and half of said general partnership and for the uses and purposes   |
| voluntarily for and on be thereis mestioned. | half of said general partnership and for the uses and purposes   |
| Hy Commission expires:                       | o A. Ft. Harror  |
| 21/1/1/1902                                  | Notary Public of Property State  |
|  | ACTION OF THE PERSON OF THE PE |
| STATE OF COLORADO ) SS                       |  |
| COUNTY OF MONTROSE)                          |  |
|  | 1979, personally appeared before me  A Notary Public in and for/2000055 County.  |
| State of Cottorado, C. TAD                   | PAXTON, known to me to be one of the sole members of FRANK 1 Partnership, and the Person described in and who executed   |
| the foregoing instrument                     | who acknowledged to me that he executed the same freely and  |
| therein mentioned                            | half of said general partnership and for the uses and purposes   |
| My Commission expres:                        | o hand tolling   |
| JUNE 27 1982                                 | Residing At Malien Colo 81401  |
| STATE OF UTAH                                | )  |
| COUNTY OF Sold Jake                          | 55   |
| On this 27th day of 3                        | , 1979, personally appeared before me<br>, A Notary Public in and for Said Jan County,   |
| Z' C+a+a 'Af (I+ah GENEV IEVE                | P RAWSON Amounto me to be one of the sole members of the   |
| FRANK PAXTON & FAMILY, A                     | General Partnership, and the person described in and who executed the same freely and  |
| copycontily for and on be                    | half of said general partnership and for the uses and purposes   |
| A there is mention.                          | 1 Soulan K. Kock   |
| My Commission Expires:                       | Notary Public Residing at Sold fale City With  |
| 12-20-81                                     | FOOK 69 PAGE 205   |

independent to the second of the second of

# DESCRIPTION

MAR MENTAL PROPERTY OF THE PRO

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, particularly described as follows, to wit:

#### TOWNSHIP 23's MORTH, RANGE 49 EAST, N.D.B.&K.

Section 1: Lot 3

#### TOWKSHIP 24 MORTH, RANGE 49 EAST, N.D.B. &4.

Section 9: Manna: SEMANA: SMANEL:

Section 10: SENSWa; SMASSEA; Section 12: SWASSEA; NEWSSEA; Section 13: KENNWA; SMANWA; MNASWA.

SE\SE\ Section 14:

Section 15: IFAMP.

Section 23: nelneł; swineł; wyseł.

Section 26: Wall: MELNING.

Section 35: EWW.

## TOWNSHIP 24 HORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: Lot 3, SEAMER. Section 7: Lot 2,

#### TOWNSHIP 25 MORTH, RANGE 50 EAST, M.D.B.EM.

Section 24: SEMMWW; MMASSMW. Section 25: SISSMW; SEMMWW; SISSMW.

SELECT. . Section 32:

Section 33: KM2KM%

Section 35: EANER; SWENER; EASWA; SEA. Section 36: NWANER; NWAS NA.

#### TOWNSHIP 26 HORTH, RANGE 50 EAST, M.D.B.&K.

Section 1: SEUNEY; MySMg; EWSEW. Section 11: NEWNEY. Section 12: EWSEW; NEWSEW. Section 24: EWSEW.

\_PAGE 206 <u>69</u> SOOK\_

# TOWNSHIP 25 NEATH, TANGE 51 EAST, M.D.B.EM.

Section 6: Lots 3, 4, 5, 6 and 7; SEMEWAY ENSWAR

Section 7:1 EpiMa.

Section 19: SELSWL.

Section 30: IMMEREE: ELIMINE; Lots 2 and 3.

Section 35: NAME

#### TOURISHIP 26 MORTH, PAMGE 51 EAST, M.O.B.機.

Section 6: Lots 3, 4, 5, 6 and 7: SENNA: ESSE.

Section 7: Lots 1, 2, 3 and 4. Section 18: Lots 1, 2, 3 and 4. Section 19: Lots 1, 2, 3 and 4.

Section 30: Lots 1, 2, 3 and 4; ENSH.
Section 31: NWARE4; ENH; Lot 4; SWUSEA.

#### TOWNSHIP 27 WORTH, RANGE 51 EAST, M.D.B.EH.

Section 30: SHREW; Lot 4; ENSWA; MASEA. Section 31: Lot 1.

#### PARCEL NO. 11

#### TOWNSHIP 24 MORTH, RANGE SO EAST, M.D.B.&M.

Section 20: Massie.

Section 30: NSNEW; NEWNOW; Lot 1 (AMENUE).

## TOWNSHIP 25 MORTH, RAMSE 50 EAST, H.D.B.&M.

Section 32: NSWSEL; SWASEL.

EXCEPTING, THEREFROM, all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract, including all gas, coal, oil and oil shales as reserved in Deeds conveying above parcels to.TESSIE DAMELE, et al., executed by RUBY LAND CORPORATION, as recorded August 24, 1951 in Book 24 of Deeds at page 157; by HOMER D. TUTTLE and GLEMBORA TUTTLE, as recorded August 22, 1951 in Book 24 of Deeds at page 158; and hy ERRUY D. CORPORT and UTBA 1. CORPORT by FRANK D. CARROLL and MINA J. CARROLL, as recorded August 24, 1951 in Book 24 of Deeds at page 161, all Eureka County, Nevada, Records

#### PARCEL MO. III

# TOWISHIP 24 HORTH, RANGE 50 EAST, N.D.B.&A

Section 16: SMAREE; SEARWE; SWE; WYSEL-Section 22: REE.

Section 23: INY.

YESTE NO. THE CONTINUED:

EXCEPTING, THISTICS, a one-fourth interest in all minerals. as reserved in Deed dated October 20, 1560, executed by GEAN SALLAGERRY, et al., to CHARLES DAMELE, et al. recorded October 26, 1560 in Book 25 of Deeds at page 467, Eureka County. Revada, Records.

#### PARCHA VIII

#### TOWNSHIP 25 NORTH, MANGE 50 EAST, M.D.B. EM

Section 1: SEESEESEENEE; ESESNESSEX; equetsetset; netsetsetset

Section 23: SEENEENWE

# TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B.CM

SULSULNELNUL; Wiseinit: Section 30: WASWANNASEA; SWESELSERNWE: RWEWWESTESEN; SHAWASWASEL; SULSULSEL

Wyshasmanek Section 31: NULSULVER:

EXCEPTING, THEREFROM, all oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA to LIBERTY LIVESTOCK recorded August 29, 1972 in Book 43 of Official Records at page 46, Eureka County, Nevada.

FURTHER EXCEPTING from PARCELS I, II and III one-half of all minerals, oil or gas owned by CHARLES J. DAMELE, et al as reserved in Deed to LIBERTY LIVESTOCK recorded January 20, 1972 in Book 41 of Official Recor at page 318, Eureka County, Nevada.

#### PARCEL IX

# TOWNSHIP 27 NORTH, RANGE 51 EAST, N. D. B. & H.

Section 30: Lots 9 & 10; SW 1/4 SE 1/4 SE 1/4 NH:1/4; E 1/2 SE 1/4 SE 1/4 NH 1/4 Section 31: N 1/2 NH 1/4 NE 1/4 NH 1/4; SW 1/4 NH 1/4

NE 1/4 NH 1/4

BOOK 69 PAGE 208

# Federal Range Lands and Improvements Thereon

In addition to the lands described above Trustor holds Class 1 permit from the United States under the Taylor Grazing Act on 250,000 acres of Federal range.

It is the intent of the trustor and the Company that said ranch unit shall constitute the security for the note described below and in order to include said Federal range and the improvements thereon as a part of the security, Trustor hereby agrees with the Company, with respect to said Federal range and the improvements thereon, as follows:

- (a) The trustor shall keep all such permits in full force and effect by paying all sums due thereunder, complying with all the terms and conditions thereof and laws, rules and regulations applicable thereto, and apply for all renewals and extensions thereof until the note secured hereby is paid. In default thereof, the Company may at its option, declare the entire balance of the Deed of Trust debt immediately due and payable and foreclose this Deed of Trust and any collateral assignments of leases or may remedy any such default and pay any sums due on account of said permits and all such sums shall immediately be due and payable and shall, with interest at the rate of Twelve (12) percentum per annum from date of payment until repaid by trustor, be secured hereby.
- (b) Upon default in the payment of any part of the indebtedness secured hereby, whether principal or interest, or if default be made in any conditions, stipulation or covenant in this Deed of Trust, then the Company shall have the same rights with respect to such Federal range and the authorized improvements thereon as are provided herein with respect to the land described above. Upon foreclosure and sale of the lands described above, title to the improvements on the Federal range, together with trustor's right to be paid the reasonable value thereof shall pass free of all encumbrances to the purchaser at such sale, and the Company is hereby authorized to then execute, in behalf of trustor, a bill of sale for such improvements and a waiver of trustor's right to be paid the reasonable value thereof.

67889

RECORDED AT THE REQUEST OF Producers Livestock Loan Co.

March 1 1979 at 01 mine part 11 Å. M. to

Book 69 at OFFICIAL RECORDS, page 204-209, RECORDS OF

EUREKA COUNTY, NEVADA. WILLIS A. DaPAOU Recorder

For 8 8.00

100x 69 PAGE 209