

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 17th day of May, A.D., 1979, between EMCO LIVESTOCK, a partnership, of Truckee, California, hereinafter called the Trustor, and TITLE SERVICE AND ESCROW COMPANY, a Nevada Corporation, hereinafter called the Trustee, and PETER J. GOICOECHEA, a married man who acquired title as a single man, and GLADYS GOICOECHEA, his wife, of the County of Eureka, State of Nevada, hereinafter called the Beneficiaries,

W I T N E S S E T H :

WHEREAS the Trustor is indebted to the Beneficiaries in the sum of SIXTY-THREE THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND EIGHTY-THREE CENTS (\$63,213.83), and has agreed to pay the same according to the terms of a certain promissory note of even date herewith, executed and delivered by the Trustor to the Beneficiaries, and

WHEREAS this second deed of trust is intended to secure the payment of said promissory note, which promissory note represents money actually used for the acquisition of the property described herein:

NOW, THEREFORE, the Trustor, for the purpose of securing the payment of the sums due under said promissory note, and also of all other moneys herein agreed or provided to be paid by the Trustor, or which may be paid out or advanced by the Beneficiaries to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situated in the County of Eureka, State of Nevada, more particularly bounded and described as follows, to wit:

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(702) 423-2106

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

2 Section 8: The East half (E 1/2).

3 EXCEPTING from all of the above described lands
4 all the oil, gas and potassium as reserved in
5 Patent from the United States of America
6 recorded in the Office of the County Recorder
7 of Eureka County, Nevada.

8 TOGETHER WITH the right to use underground
9 water from two wells located on the above
10 described land for irrigation as evidenced
11 by Certificates of Appropriation of Water
12 issued by the State Engineer.

13 TOGETHER with, all and singular, the waters and water
14 rights, ditches and ditch rights, tenements, hereditaments, and
15 appurtenances thereunto belonging or in anywise appertaining, and
16 the reversion and reversions, remainder and remainders, rents,
17 issues and profits thereof.

18 This second deed of trust will be security for the payments
19 in lawful money of the United States of America, of any and all
20 moneys that may hereafter become due and payable from the Trustor
21 to the Beneficiaries from any cause whatsoever, and shall also be
22 security for any and all renewals of the debt of the Trustor to
23 the Beneficiaries, however evidenced.

24 The following covenants: Numbers 1, 2 \$ NONE, 3,
25 4 9 %, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised
26 Statutes, Section 107.030, relating to transfers in trust of
27 estates in real property, to secure the performance of an obliga-
28 tion, or the payment of a debt, and to provide that certain cov-
29 enants, agreements, obligations, rights and remedies thereunder
30 may be adopted by reference, and other matters relating thereto,
are hereby adopted and made a part of this deed of trust.

In addition to the above covenants, the said Trustor also
promises and agrees to neither commit nor permit waste to the
said premises and to keep the same in good condition and repair.

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1 It is specifically understood and agreed that until such
2 time as the note secured by this deed of trust has been paid in
3 full, the Trustor shall not remove any buildings or improvements
4 now on the premises, or which may hereafter be erected on said
5 premises.

6 This second deed of trust is made subject to the terms of
7 a certain deed of trust, bearing the date of the 15th day of
8 August, 1977, executed by PETER J. GOICOECHEA and GLADYS GOICOECHEA,
9 his wife, as Trustors, to FEDERAL LAND BANK OF SACRAMENTO, a
10 Corporation, as Trustee, and FEDERAL LAND BANK OF SACRAMENTO, a
11 Corporation, as Beneficiary, to secure an indebtedness of
12 SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), and any other amounts
13 payable under the terms thereof, which said deed of trust is
14 recorded in the office of the County Recorder, in and for the
15 County of Eureka, in Book 61, page 1-2, under Document # 62691.

16 IN WITNESS WHEREOF, the Trustor has hereunto set his hand,
17 the day and year first above written.

18
19 EMCO LIVESTOCK

20 *Edward W. McCallen*
21 EDWARD W. MCCALLEN

22 *Charles Olano*
23 CHARLES OLANO

24 STATE OF NEVADA)
25 County of Churchill) ss.

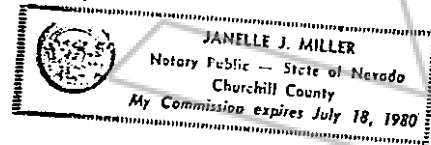
26 On this 17th day of May, A.D., 1979, personally
27 appeared before me, a Notary Public in and for the county and
28 state aforesaid, EDWARD W. MCCALLEN AND CHARLES OLANO
29 who acknowledged to me that they were the PARTNERS
30 of EMCO LIVESTOCK, a partnership, and authorized to execute the
above instrument in its behalf; who further acknowledged to me

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1 that they executed the same freely and voluntarily and for the
2 uses and purposes therein mentioned.

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

5
6
7 Notary Public



RECORDED AT THE REQUEST OF
Title Service & Escrow Co.
on May 17 1979
at 31 mins. past 4 P. M.
in Book 70 of OFFICIAL
RECORDS, page 283-286 RECORDS
OF EUREKA COUNTY, NEVADA
WILL A. DePAOLI
Recorder
File No. 68309 Fee \$ 6.00

68309

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