

Recording requested by and when
recorded mail to:

Federal Intermediate Credit Bank
of Sacramento
3636 American River Drive
Sacramento, California 95813

68349

D E E D O F T R U S T

THIS DEED OF TRUST, made 5-15-79, between PRODUCERS LIVESTOCK LOAN COMPANY, as Grantor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, as Trustee, and the FEDERAL INTERMEDIATE CREDIT BANK OF SACRAMENTO, a corporation organized pursuant to the Farm Credit Act of 1971.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale that certain real property in the County of Eureka, State of Nevada, described in Exhibit "A" attached hereto.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic 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 all rents, issues and profits of said land with the right, but not the obligation, to collect the same, which right may be exercised by the Beneficiary while in or out of possession and either prior to or after any default by the Grantor.

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is given for the purpose of securing the payment of: (A) All indebtedness evidenced by one or more promissory notes executed by Grantor prior to or concurrently herewith, payable to Beneficiary in the aggregate amount of \$800,000.00; (B) All existing and future indebtedness owed by Grantor to Beneficiary evidenced by a promissory note, guaranty, or otherwise; (C) All additional sums and future advances which Beneficiary at its option may hereafter lend to or on behalf of the Grantor; (D) All interest accrued on indebtedness secured hereby at the rate established under the Beneficiary's interest rate program including any variable interest rate provision which increases or decreases said rate from time to time pursuant to authority granted in the Farm Credit Act of 1971, and amendments thereto; (E) All substitute notes, renewals, reamortizations, and extensions of indebtedness secured by this Deed of Trust; (F) All other obligations of Grantor under this document, the promissory note(s) evidencing the indebtedness secured hereby and any loan document executed by Grantor in favor of Beneficiary.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other revenue from all present and future oil, gas, and mineral leases, rights and operations 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.

Grantor hereby covenants and agrees that:

(1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county,

BOOK 70 PAGE 352

city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate in effect for Grantor's loan and this Deed of Trust shall be security for all sums so paid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;

(2) Grantor will comply with the Farm Credit Act of 1971 and amendments thereto; will pay, when due and payable, all obligations secured by judgment or other liens against said property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lien in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary;

(3) Upon default or breach of any debt or obligation secured hereby Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's sale;

(4) Beneficiary may: (a) change any Trustee by certificate referring specifically to any deed of trust or referring in general terms to all deeds of trust held by Beneficiary, which upon recordation shall be conclusive proof of a proper substitution of the successor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condemnation or bankruptcy proceeding, affecting the security or lien, incur necessary costs, expenses and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate in effect for Grantor's loan, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary;

(5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to "the person or persons legally entitled thereto" and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. Recitals in full and in partial reconveyances and in any trustee's deed shall be conclusive;

(6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the remainder of said premises for the full amount of said indebtedness then remaining;


(7) 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;

(8) The following covenants: Nos. 1, 3, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at his address herein set forth.




PRODUCERS LIVESTOCK LOAN COMPANY

By 
General Manager

STATE OF UTAH }
 } ss
COUNTY OF SALT LAKE)

On this 15th day of May, 1979, personally appeared before me Betty L. Muir, a Notary Public in and for the County of Salt Lake, State of Utah, George M. Smith, known to me to be the General Manager of PRODUCERS LIVESTOCK LOAN COMPANY, the corporation that executed the foregoing instrument, and on oath did depose and say that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mention.


Notary Public

(SEAL)

Residing in Salt Lake City, Utah

My Commission Expires: April 19, 1981

5-15-79
LMA

EXHIBIT A

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL I

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M

Section 20: $W\frac{1}{2}$

Section 29: $N\frac{1}{2}$

PARCEL II

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M

Section 20: $E\frac{1}{2}$

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963 executed by UNITED STATES OF AMERICA to JAMES J. KAHLE recorded May 3, 1963 in Book 26 of Deeds at page 426, Eureka County, Nevada, records.

PARCEL III

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M

Section 22: $E\frac{1}{2}$

Section 27: $E\frac{1}{2}$

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER AND JOHN B. BONDS recorded April 9, 1964 in Book 3 of Official Records at page 555 and December 30, 1964 in Book 6 of Official Records at page 348, Eureka County, Nevada.

PARCEL IV

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M

Section 28: All

EXCEPTING THEREFROM, all the oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL recorded December 30, 1964 in Book 6 of Official Records at pages 349 and 350, Eureka County, Nevada, records.

68349

RECORDED AT THE REQUEST OF Larry M. Hultquist
on JUNE 4, 1979, at 02 mins. past 8 A.M. in
Book 70 of OFFICIAL RECORDS, page 352-355, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 68349 Fee \$ 6.00

BOOK 70 PAGE 355