

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 \$ 528,483.00; (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, including the additional parties named immediately below; (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. The term "Grantor," as used in this Deed of Trust to refer to the indebtedness, loan, or obligations being secured, means and includes any or all of the parties named as Grantor or the following additional parties:

Advances made by the Beneficiary after discount or assignment of this Deed of Trust shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assigned.

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, 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;

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.

Address Stone House Ranch
Carlin, Nevada 89822


Archie L. Meek
Archie L. Meek
Maxine M. Meek
Maxine M. Meek

State of Nevada
County of Elko

On Oct 20, 1981, before me, the undersigned Notary Public in and for said County and State, personally appeared Archie L. Meek and Maxine M. Meek

known to me to be the person(s) described in and whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires July 25, 1982

 **DARLENE E. WYLLIE**
Notary Public - State of Nevada
Elko County, Nevada
Appointment expires July 25, 1982

Darlene E. Wyllie
Notary Public in and for said County and State

"EXHIBIT A"

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All (Fractional)
Section 3: All
Section 11: All
Section 13: All
Section 15: All

TOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 33: All
Section 35: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: SW $\frac{1}{4}$; That portion of the NE $\frac{1}{2}$ lying Westerly of Nevada State Highway No. 51.

Section 7: All
Section 9: That portion of the W $\frac{1}{2}$ lying Westerly of Nevada State Highway No. 51.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 31: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

A parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8 and the W $\frac{1}{2}$, Section 9, T. 30 N. R. 52 E., M.D.B.&M., Eureka County, Nevada, more particularly described as follows:

Beginning at the northwesterly corner of said parcel, a point on the easterly right-of-way line of that public highway described in Book 24, Pages 307-309, Eureka County Deeds (Parcel No. 4), a 6 inch redwood fence post set in right-of-way fence from which the NW corner of Section 4, T. 30 N., R. 52E., M.D.B.&M., bears N 0° 19' 53" E, 5961.71 feet as Corner No. 1, the point of beginning,

thence S 80° 36' 01" E 1504.64 feet to Corner No. 2, a 6-inch redwood fence post,

thence S 1° 44' 13" E 973.27 feet to Corner No. 3, a 6-foot steel fence post,

thence S 31° 30' 33" W 2530.71 feet to Corner No. 4, a point on the easterly right-of-way line of the above-referred highway, a 6-foot steel fence post,

thence along said right-of-way, from a tangent bearing N 3° 20' 48" W on a curve to the right, with a radius of 3900 feet, through a central angle of 10° 53' 10", an arc distance of 740.99 feet to Corner No. 5;

thence continuing along said right-of-way N 7° 32' 22" E 515.24 feet to Corner No. 6,

thence continuing along said right-of-way, from a tangent bearing on the last described course, on a curve to the left, with a radius of 3100 feet, through a central angle of 20° 24' 10", an arc distance of 1103.99 feet to Corner No. 7,

thence continuing along said right-of-way N 12° 51' 48" W 1055.56 feet to Corner No. 1, the point of beginning.

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom reserved in Deed from Southern Pacific Land Company, recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided one-half interest in and to all other minerals reserved in Deed from Eureka Livestock Company, a co-partnership et al, recorded November 4, 1955, in Book 24, Page 478, Deed Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 2: All (Fractional)
Section 4: Lots 1, 2, 3; SE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$
Section 10: All
Section 12: All
Section 14: N $\frac{1}{2}$; SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: That portion of the SE $\frac{1}{4}$ lying westerly of Nevada State Highway No. 51.
Section 6: All
Section 8: All that portion lying westerly of Nevada State Highway No. 51.
Section 16: That portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$ lying westerly of Nevada State Highway No. 51.
Section 17: All
Section 18: E $\frac{1}{2}$

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 32: $W\frac{1}{2}$; $W\frac{1}{2}SE\frac{1}{4}$; That portion of the $SE\frac{1}{4}SE\frac{1}{4}$ lying westerly of Nevada State Highway No. 51.

PARCEL 3:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 4: $S\frac{1}{2} NE\frac{1}{4}$

PARCEL 4:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 14: $S\frac{1}{2} SE\frac{1}{4}$

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 18: Lots 1, 2, 3, & 4; $E\frac{1}{2} W\frac{1}{4}$

EXCEPTING FROM Parcels 1 and 2 above described that certain parcel of land more particularly described as follows:

A triangular tract of land lying in Sections 10 and 15, Township 30 North, Range 51 East, M.D.B.&M., Eureka County, Nevada, being more particularly described as follows:

Beginning at the SE corner of Section 15 as Corner No. 1, the point of beginning,

thence along the South line of said Section 15, N $89^{\circ} 58'$ W 8318.64 feet to Corner No. 2, the SW corner of said Section 15,

thence along the line between Sections 15 and 16, North 1072.50 feet to Corner No. 3, the SW corner of Section 10,

thence along the line between Sections 9 and 10, N $0^{\circ} 23'$ W 2565.42 feet to Corner No. 4, the $W\frac{1}{4}$ corner of said Section 10,

thence S $66^{\circ} 23' 42''$ E 9096.97 feet to Corner No. 1, the point of beginning.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, and all other means for the diversion or use of water appurtenant to the said property, or any part thereof.

TOGETHER WITH all mineral rights, oil or gas owned by the Sellers herein lying on, in or over the above described real property.

TOGETHER WITH all existing easements and rights of way benefiting the above -described real property, including, but not limited, to all easements and rights of way for ingress and egress to said property.

TOGETHER WITH all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock upon the Public Domain under what is known as the Taylor Grazing Act used or enjoyed in connection with said property.

TOGETHER WITH any and all rights in any range improvement project or cooperative agreements constructed on the public domain in cooperation with the Bureau of Land Management, and all of the Grantors' right in and to any and all other corrals, improvements or structures located on the public domain.

SUBJECT TO all road and utility easements and any and all other easements and rights of way of record.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

RECORDED AT REQUEST OF
Nevada Livestock Production Credit Assn.
BOOK 99 PAGE 65

81 OCT 22 A10:30

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WALLIS A. DEFAOLI-RECORDER
FILE NO. 82336
FEE \$ 9.00

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