

86087

WHEN RECORDED MAIL TO:

**First Federal Savings  
and Loan Association of Redding**1601 Pine Street  
REDDING, CALIFORNIA 96001  
(The Lender Beneficiary)  
Loan 2580**DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST made this 29th day of December, 1982, by and between J. R. FERGUSON COMPANY, INC., a California Corporation, of the City of Sacramento, County of Sacramento, State of California, TRUSTORS, hereinafter called TRUSTOR or GRANTOR or BORROWER, whose address is 2580 Sierra Blvd., Suite E, Sacramento, California 95825, and NORTHERN CALIFORNIA FINANCIAL SERVICE CORPORATION, a California corporation, as TRUSTEE, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF REDDING, a Federal Savings and Loan Association, maintaining its principal place of business at 1601 Pine Street, in the City of Redding, County of Shasta, State of California, as BENEFICIARY, sometimes hereinafter called LENDER.

**WITNESSETH:**

That the said Trustor, for and in consideration of the indebtedness herein recited and the trust herein created, hereby irrevocably grants, conveys and assigns unto said Trustee, in trust, with power of sale, the following described real property situate in the COUNTY OF Eureka, STATE OF Nevada, more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, hereinafter the "property", also see attached Exhibit "B".

TOGETHER with all buildings, improvements and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents (subject however to the assignment of rents to Beneficiary herein), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, rugs, attached floor coverings, furniture, antennas, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "property".

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

**A. As security for:**

1. The payment of the sum of Seven Hundred Fifty-three Thousand Nine Hundred and no/100-- to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF REDDING, a Federal Savings and Loan Association, Beneficiary, all in lawful money of the United States of America, with interest thereon at the rate of Thirteen & one-half% (13.5%) per annum on the declining principal balances thereof according to the terms of that certain promissory note made by Trustor of even date herewith, payable to the order of Beneficiary in the principal sum aforesaid, as executed and delivered by Trustor to the said Beneficiary, hereinafter called "Note".\*\* Interest Rate adjusted annually to Two (2) points over Prime Rate, beginning January 1, 1984 and each year thereafter.

2. Payment of such additional sums, with interest thereon, as may hereafter be borrowed from the Beneficiary, or its successor, by the then record owner or owners of said property, or any of them, when evidenced by another promissory note or notes.

3. Payment to the Beneficiary, with interest thereon, of any other indebtedness or obligation of the Trustor or of any successor in interest of the Trustor to the property security described herein whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Deed of Trust, or arising thereafter.

4. Payment of any and all sums which may become due from Trustor or the then record owner or owners of said property for advances by Beneficiary, or its successor, for fire and other hazard insurance, taxes and assessments, upon the real property above described, principal and interest upon assessment bonds covering the real property described herein or any part thereof.

5. The payment of any and all other sums of money, with interest thereon, which may be incurred, paid out, or advanced or may otherwise be due to either the Trustee or Beneficiary under any provision of this Deed of Trust.

6. Performance of each agreement of Trustor herein contained or incorporated hereto by reference.

7. Performance and discharge of each and every obligation, covenant, and agreement of Trustor, or the then record owner or owners of said property, or any of them, contained in any pledge agreements, supplemental agreements, assignments of Lessor's interest in leases, assignments of rentals, security agreements, or other instruments of security executed by Trustor or Trustor's successor, either as of the date hereof or at any time prior or subsequent to the date hereof, for the purpose of further securing any indebtedness hereby secured or any part thereof, or for any other purpose, including any agreements made for the purpose of supplementing or amending this Deed of Trust or any instrument secured hereby.

B. The failure to pay when due, with interest, any obligation described in Section A hereof and secured hereby, or the failure to perform any of the obligations described in Section A, shall constitute an event of default under this Deed of Trust.



C. In the event that any payment or portion thereof secured hereby, and described in Section A above, shall become due and remain unpaid for a period in excess of ten (10) days, Trustor agrees to pay a late charge of ten cents per month for each One Dollar (\$1.00) so overdue, to cover the extra expense of handling delinquent accounts.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. To keep said property in good condition and repair; not to remove, demolish or materially alter any building or improvement thereon; to underpin and support when necessary any building or other improvement thereon and to protect and preserve the same; to complete, repair or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor and for any alterations thereof.

2. If the loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property. Trustor also agrees anything in this Deed of Trust to the contrary notwithstanding: (a) to complete same in accordance with plans and specifications satisfactory to Beneficiary; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail, sent to his last known address, or by personal service of the same; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days; and (e) to comply with all terms and conditions of a Building and Loan Agreement, if any, and supplements thereto, if any, signed in connection with said construction loan.

3. To comply with all laws, ordinances, and regulations affecting said property or requiring any alterations, repairs, or improvements to be made thereon; to comply with the provisions of any and all hazard insurance policies; not to commit or permit waste thereof; not to commit, suffer or permit any action upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

4. To provide and maintain in force at all times fire and special form insurance, and insurance against other risks, and also, if required by Beneficiary, against earthquake damage, all of which insurance shall be satisfactory to and with loss payable to Beneficiary. Said insurance shall be in an amount equal to the unpaid loan balance or the replacement value of the improvements, whichever is the lesser. Said policies shall be delivered to, and remain in the possession of Beneficiary, if required by Beneficiary, as further security for the faithful performance of these trusts. At least thirty (30) days prior to the expiration of any said insurance policy, a policy or policies renewing or extending said expiring insurance shall be delivered to Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically requests the Beneficiary to obtain said insurance in the event any said insurance policy and a receipt for payment of the premium therefor be not so delivered to Beneficiary by the Trustor; but Beneficiary shall be under no obligation so to do, and the obtaining of any such insurance and the payment of the premium therefor by Beneficiary shall not release Trustor from any obligation hereof. Neither Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance moneys, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of, the property conveyed hereby at any Trustee's sale held hereunder. Trustor agrees to pay a substitution fee in the event a new fire or other hazard insurance policy is substituted for an existing unexpired policy covering the same or similar risks.

5. In the event Trustor, or any successor in interest of the Trustor, shall sell, convey, transfer, contract to sell, or lease with option to purchase, the real property described herein, or any part of said real property or any interest therein, or if any of said parties shall be divested of title to said real property or any part thereof or any interest therein, either voluntarily or involuntarily, or if title to said real property is further encumbered (or subjected to any lien or charge, voluntary or involuntarily, contractual or statutory), all indebtedness secured by this Deed of Trust, including the unpaid principal balance secured hereby, irrespective of the maturity dates of said indebtedness and notes evidencing the same, shall, at the option of the Beneficiary hereof and without demand or notice, become immediately due and payable. Failure to exercise such option in the event of sale, assignment or further encumbrance shall not constitute a waiver of the right to exercise this option in the event of a subsequent sale, assignment, or further incumbrance.

6. If any note secured by this Deed of Trust or if this Deed of Trust provides for a fee or charge as consideration for the acceptance of prepayment of principal, Trustor agrees to pay said fee or charge if said indebtedness or any part thereof shall be paid prior to the due date stated in said note, even if and notwithstanding Trustor shall have defaulted in payment thereof or in the performance of any agreement hereunder and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

7. To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Beneficiary or Trustee. If the Beneficiary under this Deed of Trust or under any other Promissory Note or instrument evidencing or securing the obligations secured hereby, or if an action is instituted on said note, or if any other judicial or non-judicial action is instituted by the Beneficiary hereof or by any other person, and an attorney is employed by the Beneficiary hereof or by the Trustee hereunder, to appear in any such action or proceeding, or to reclaim, sequester, protect, preserve, or enforce the interest of the Beneficiary or Trustee in the real property security, or any other security for this note, including, but not limited to, proceedings to foreclose the obligations secured hereby, proceedings under the federal bankruptcy act, or in eminent domain or under the probate code, or in connection with any state or federal tax lien, or to enforce an assignment of rents, or for the appointment of a receiver, or involving mechanics' lien or stop notices, or in connection with disputes regarding the proper disbursement of construction loan funds, the Trustor and every person who assumes the obligations secured by this Deed of Trust, jointly and severally, promise to pay all costs and expenses, including escrow fees, cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary of Trustee.

8. Should Trustor fail to make any payment or to do any act as herein provided then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.



9. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with all costs, fees, and expenses of this Trust, with interest from date of expenditure at the rate specified in said note, plus late charges or accelerated interest where applicable under the terms of the promissory note or this deed of trust, which said sums are secured hereby.

10. The Trustor agrees that any indebtedness from Trustor, or any subsequent owner of the real property herein described, to Beneficiary now existing or hereafter arising, whether evidenced by promissory notes, or not, shall, at the option of Beneficiary, of which election notice is hereby expressly waived, be consolidated with the indebtedness evidenced by the promissory note herein described, and the aggregate unpaid principal amount thereof, together with interest thereon at the rate specified in the promissory note, or notes, of even date herewith, secured by this Deed of Trust, or at such other rate as may be agreed upon hereafter, shall be paid in monthly installments in an amount to be determined by Beneficiary, and each payment upon the consolidated indebtedness evidenced by said note, or notes, and including any such additional debts, loans and advances, shall be applied first to interest then due and the remainder to the principal of such consolidated indebtedness; provided, however, that in the event the Beneficiary shall make any advances which are secured by this Deed of Trust, Beneficiary may, at its option, apply all, or any part of any payment first to the repayment of any such advances. Beneficiary shall notify Trustor in writing of the revised amount of such monthly payments upon such consolidated indebtedness by regular mail sent to Trustor's address as herein set forth.

11. The proceeds of any award of or claim for damages, direct or consequential, in connection with any condemnation for public use of, or injury to, said real property, or any part thereof, or any improvements thereon, and any payment of consideration or damages for a conveyance in lieu of condemnation, or to settle or compromise any claim in connection with such condemnation or other taking, are hereby assigned to and shall be paid to Beneficiary.

Trustor hereby authorizes Beneficiary, as Trustor's attorney in fact, to commence, defend, appear in, at Beneficiary's option and without obligation to act, and prosecute, in the name of Trustor or Beneficiary or in both names, any action or proceeding relating to any condemnation or other taking of the real property or improvements, or both or any part thereof, and with full authority to settle or compromise any claim in connection with such condemnation or other taking.

Trustor further authorizes Beneficiary to receive such payment, damages or award and to apply the same, after deducting Beneficiary's expenses incurred in the collection of such sums, at the sole option of Beneficiary, to the payment of the sums secured by this Deed of Trust, whether or not then due, in the following order: First, to interest accrued and unpaid; second, to reduce or discharge the unpaid principal balance of the obligations secured hereby; third, to any other obligations evidenced and secured by the promissory note and this deed of trust; and the balance, if any, shall be paid to Trustor. If, however, Beneficiary so elects in the sole exercise of its uncontrolled discretion, said condemnation proceeds may be applied to the repair or restoration of the property. Trustor agrees to execute such documents, pleadings, instructions and assignments of any awards, proceeds, damages, or claims arising in connection with such condemnation, taking or injury as Beneficiary may require.

Unless Trustor and Beneficiary otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments of principal, interest, taxes and insurance, or change the amount of such installments.

Trustor expressly agrees that the rights of Beneficiary set forth in this deed of trust with respect to the receipt and application of condemnation proceeds shall be unconditional and shall not depend on the nature, quantity or value of the property which remains after the taking-in condemnation, or in lieu thereof, or the adequacy of such remaining property to secure the then unpaid principal balance of the obligations secured by this deed of trust.

12. All causes of action, whether accrued before or after the date of this Deed of Trust, of all types, for damage or injury to said property or any part thereof, or in connection with this transaction financed by funds loaned to Trustor by Beneficiary or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Beneficiary's option, assigned to Beneficiary and the proceeds shall be paid to Beneficiary, who may, after deducting therefrom all its expenses, including reasonable attorneys' fees, apply or release moneys so received by it in such manner and with the same effect as above provided for the disposition of proceeds of fire and other insurance. Beneficiary may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Trustor agrees to execute such further assignments of any compensation award, damage, and causes of action as Beneficiary shall request.

13. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

14. At any time and from time to time, without notice or liability therefor, and without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby or the performance of any obligations contained herein, or the lien of this Deed of Trust as security for the full amount of the indebtedness then remaining unpaid, the Beneficiary or the Trustee, if requested in writing by Beneficiary, and the presentation to the Trustee of this Deed of Trust and the promissory note(s) secured hereby for endorsement, and the payment of the Trustee's fees and costs, may do any one or more of the following: (1) release any indebtedness; (2) extend the time for payment or otherwise alter the terms of payment of any such indebtedness including the rate of interest thereon and the final maturity date; (3) accept additional security; (4) substitute or release any property securing such indebtedness, including but not limited to property described herein; (5) reconvey without warranty any part of said property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement or restriction, or modifying the same; (8) join in or make any extension agreement or any modification agreement; (9) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof.

15. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Such request and reconveyance shall operate as a reassignment of the rents, issues and profits hereinafter assigned to Beneficiary. Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them). Beneficiary may, at any time after the expiration of five (5) years after Trustee ceases to act under, or has conveyed or otherwise ceased to hold all property subject to this Deed of Trust, destroy, without liability for doing so, all documents, papers, correspondence and loan files relating to the loan secured hereby.



16. Trustor absolutely and irrevocably assigns to Beneficiary the rents, issues and profits of the real property security described herein. Trustor shall have the authority, however, to collect, and retain said rents, issues and profits as they become due and payable, until such time as Beneficiary in its sole discretion, shall exercise its right, hereby granted, to revoke Trustor's said authority. After revoking Trustor's authority to collect said rentals, and without regard to the adequacy of any security for the indebtedness secured hereby, Beneficiary shall have the right at its sole option, without notice to or demand upon Trustor, to enter upon and take possession of said property and to collect and retain said rents, issues and profits including those past due and unpaid, either in person, or by agent or by a receiver appointed by a court, whether or not Trustor is then in default hereunder or under any of the obligations secured by this Deed of Trust, Beneficiary shall have the right to apply all rents, issues and profits, less the costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

17. Beneficiary may, from time to time, substitute or appoint one or more new Trustees hereunder by recording in the office of the recorder of the county in which the property is located a written substitution or appointment, executed and acknowledged by the Beneficiary, and thereupon the new Trustee or Trustees shall succeed to and be vested with the same rights, powers, duties, authority and title as though said new Trustee or Trustees had been originally named herein. Such recordation shall be conclusive proof of proper substitution or appointment of the new Trustee or Trustees. The procedure herein provided for substitution or appointment of Trustee or Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.

18. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, and community property of which she is manager, for all indebtedness or liability to Beneficiary secured or arising hereunder.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

20. Neither the assumption of the indebtedness secured by this Deed of Trust nor the acceptance or approval of such assumption agreement by Beneficiary, shall release Trustor or any prior assumer from personal liability for the indebtedness secured hereby or the performance of any obligation under this Deed of Trust.

21. Beneficiary may charge Fifteen Dollars (\$15.00) for a statement requested by Trustor or other "entitled person" as said term is defined in Section 2943 of the Civil Code of the State of California, showing the information specified in said section. Beneficiary may also charge Trustor a reasonable fee not exceeding the maximum amount specified in any applicable statute, for any other service rendered Trustor, or on his behalf, connected with this Deed of Trust or the indebtedness secured here by, including, but without limiting the generality of the foregoing: (1) the delivery to an escrow holder a request for full or partial reconveyance of this Deed of Trust; (2) the preparation or execution or delivery to an escrow holder, or other party, of any agreement or instrument of the classes referred to in Paragraph 16 hereof; (3) transmitting to an escrow holder moneys secured hereby; (4) changing its records pertaining to this Deed of Trust or the indebtedness secured hereby, to show the name and address of a new owner of the property or of a new assumer; (5) accepting a new policy of fire or other casualty insurance to replace another policy which is unexpired or cancelled before expiration. Any such charge shall be secured hereby and Trustor agrees to pay the same together with interest from the date of such charge, at the rate specified in said note, immediately and without demand.

22. A default under this Deed of Trust shall occur in any of the following events: (1) Trustor should fail to pay when due any indebtedness secured hereby, as defined in Section (A) hereinabove; (2) Trustor shall fail to perform any agreement, covenant, or condition herein contained; (3) Trustor shall fail to obtain, pay for, and keep in force fire and other casualty insurance as required by Paragraph 4 herein or Trustor shall fail to pay any monthly installments as required by Paragraph 25 of this Deed of Trust; (4) Trustor shall fail to pay any installment of taxes, assessments, or bonded indebtedness, together with interest, costs, and penalties, as required by Paragraph 26 hereof; (5) Trustor shall fail to pay, when due, any costs, fees, or expenses of this trust, including, but not limited to, any late charge, any accelerated interest obligation, any prepayment charge, any assumption fee, or any obligations arising under Paragraph 7 or Paragraph 21 hereof; (6) the property is subject to abatement proceedings; (7) any financial or other information given by Trustor to Beneficiary be not true in any material respect or any essential financial information be withheld by Trustor from Beneficiary; (8) the property described herein or any part thereof is attached or levied upon by any other legal process or by any taxing authority and is not released therefrom within ninety (90) days; (9) Trustor(s), or any of them shall become insolvent, or make an assignment for the benefit of creditors, or be subject to any proceeding under any chapter or provision of the Federal Bankruptcy Act, or be subject to any receivership, liquidation or dissolution proceeding.

23. Despite any contrary provision herein or in the promissory note of Trustor, Beneficiary shall have the absolute right to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

24. Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges as provided in the Note.

25. FUNDS FOR TAXES AND INSURANCE. At the option of Beneficiary and to insure the payments of charges, taxes and assessments, which are now or hereafter may be a lien upon the property described, at least ten (10) days before the delinquency thereof, as provided for in paragraph 26 herein, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided in paragraph 4 hereinabove, the Trustor agrees to pay to the Beneficiary in addition to any other payments required hereunder, an installment of the taxes and assessments levied or to be levied against the hereinabove described premises and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby and required by the Beneficiary, Trustor agreeing to deliver promptly to Beneficiary all bills and notices



therefor. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. If the amounts paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustor to pay such premium or premiums, taxes and assessments as the same become due, Trustor shall pay to Beneficiary upon its demand such additional sums as it may require to discharge Trustor's obligation to pay premium or premiums, taxes and assessments. All moneys paid to Beneficiary under the terms of this paragraph shall be held by Beneficiary as a non-interest bearing reserve fund to pay such premium or premiums, taxes and assessments before the same become delinquent. All funds held by Beneficiary in a reserve under the terms of this paragraph, are hereby assigned to Beneficiary as security for the obligations secured by this Deed of Trust, including, but not limited to, the payment of taxes, assessments, and insurance premiums, as herein provided. If the Trustor shall fail to pay the installments provided for in this paragraph, such failure shall constitute a default under this Deed of Trust. Beneficiary may exercise any option granted in this paragraph at any time and from time to time prior to the final maturity of the loans hereby secured, it being understood that any election once made shall not prevent Beneficiary from subsequently making a different election. In the event of default in the payment of any of the moneys to be paid under the terms of the Note secured hereby or this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary under the provisions of this paragraph may, at the option of the Beneficiary, be applied to the payment of principal and/or interest upon the obligation secured hereby in lieu of being applied to any of the purposes for which the fund established under this paragraph is established. At its option, Beneficiary shall have the right, but shall not be obligated, to pay all taxes and assessments affecting said property, including assessments on appurtenant water stock for a full fiscal year when the first installment thereof becomes payable. In the event title to the real property secured hereby is transferred and all obligations due Beneficiary are paid in full, Beneficiary may, at its option, pay the undisbursed balance in the reserve fund held for taxes and insurance premiums to the Trustor, or last successor of the Trustor, who assumed payment of the obligations secured hereby or upon the order of such person. The right of Beneficiary to continue to hold said reserve fund shall not be affected by any transfer of title to the real property or any transfer of any equitable interest therein so long as any obligations secured hereby remain due and payable to Beneficiary. Prior to disbursement or application thereof, said funds may be utilized by Beneficiary, who is entitled to all earnings thereon, if any.

**26. TAXES; CHARGES; LIENS.** Trustor shall pay all water and sewer rates, taxes, assessments and other charges, fines and impositions attributable to the property at Beneficiary's option in the manner provided under paragraph 25 hereof or in such manner as Beneficiary may designate in writing. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and in the event Trustor shall make payment directly, Trustor shall promptly furnish to Beneficiary receipts evidencing such payments. Trustor shall promptly discharge any lien which has, or may have, priority over or equality with this Deed of Trust and will keep and maintain the property free from the claims of all persons supplying labor or materials to the property. Without Beneficiary's prior written permission, Trustor shall not allow any lien inferior to this Deed of Trust to be perfected against the property.

**27. LOSS COVERED BY HAZARD INSURANCE.** In the event of loss, Trustor shall give immediate written notice to the insurance carrier and Beneficiary. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option and in Beneficiary's sole discretion as attorney-in-fact for Trustor, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds. Trustor further authorizes Beneficiary, at Beneficiary's option, (a) to hold the balance of such proceeds to be used to reimburse Trustor for the costs of reconstruction or repair of the property or (b) to apply the balance of such proceeds to the payment of the sums secured by this Deed of Trust, whether or not then due. If the insurance proceeds are held by Beneficiary to be used to reimburse Trustor for the costs of restoration and repair of the property, the property shall be restored to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, and Beneficiary may, at Beneficiary's option, condition disbursement of said proceeds on Beneficiary's approval of such plans and specifications of an architect satisfactory to Beneficiary, contractor's cost estimates, architect's certificate, waivers of liens, sworn statements of mechanics and material men and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Beneficiary may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Deed of Trust, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 24 and 25 hereof or change the amount of such installments.

If under paragraph 28 hereof the property is sold or the property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and unearned premiums thereof and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Beneficiary.

**28. ACCELERATION; REMEDIES.** Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Beneficiary at Beneficiary's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph 28, including but not limited to, attorney's fees and costs of documentary evidence and title evidence.

If Beneficiary invokes the power of sale, Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the property to be sold and shall cause such notice to be recorded in each county in which the property or some part thereof is located. Beneficiary shall give notice of default. Trustee shall give notice of sale, and Trustee shall sell the property according to the laws of California. Trustee may sell the property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**29. USE OF PROPERTY.** Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Trustor shall not allow changes in the nature of the occupancy for which the property was intended at the time this Deed of Trust was executed. Trustor shall not initiate or acquiesce in a change in the zoning classification of the property without Beneficiary's written consent.



30. **FIXTURES AND EQUIPMENT.** Trustor shall keep the improvements, fixtures, equipment, machinery and appliances therein and thereon insured and in good condition and repair and shall replace all fixtures, machinery, equipment and appliances on the property when the same become damaged or worn and inefficient. Trustor shall manage, operate and maintain the property in a manner to insure maximum rentals.

31. **BOOKS AND RECORDS.** Trustor shall keep and maintain at all times at Trustor's address stated herein, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the property and copies of all written contracts, leases and other instruments which affect the property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Upon Beneficiary's request, Trustor shall furnish to Beneficiary within one hundred and twenty (120) days after the end of each fiscal year of Trustor, a balance sheet and a statement of income and expenses of the property, each in reasonable detail and certified by Trustor and, if Beneficiary shall require, by an independent certified public accountant. Trustor shall furnish at the same time a rent schedule for the property, certified by Trustor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable, and the rent paid.

32. **UNIFORM COMMERCIAL CODE.** This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the goods specified above as part of the property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Trustor hereby grants Beneficiary a security interest in said goods. Trustor agrees to execute and deliver financing statements covering said goods from time to time and in such form as Beneficiary may require to perfect a security interest with respect to said goods. Trustor shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said goods, including replacements and additions thereto. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided in paragraph 28 of this Deed of Trust as to such goods.

33. **REMEDIES CUMULATIVE.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.

34. **TAXATION OF DEEDS OF TRUST.** In the event of the enactment of any law deducting from the value of the property any mortgage lien thereon, or imposing upon the Beneficiary the payment of all or part of the taxes, charges, or assessments previously paid by Trustor pursuant to this Deed of Trust, or changing the law relating to the taxation of mortgages, debts secured by mortgages or Beneficiary's interest in the property so as to impose new incidents of tax on Beneficiary, then Trustor shall pay such taxes or assessments or shall reimburse Beneficiary therefor; provided that, however, if in the opinion of counsel to Beneficiary such payment cannot lawfully be made by Trustor, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without prior notice to Trustor, and Beneficiary may invoke any remedies permitted by paragraph 28 of the Deed of Trust.

35. Time is expressly made of the essence of all of Trustor's obligations hereunder.

36. Trustor requests that a copy of any Notice of Default and of Notice of Trustee's Sale hereunder be mailed to each Trustor at the address of the Trustor hereinbefore set forth.

Gov. Code 27321.56

Property Address

Signature of Trustor

Eureka County, Nevada

Jimmie R. Ferguson, President  
J. R. Ferguson Company, Inc.

(Seal)

NOTARY RECITAL  
STATE OF CALIFORNIA, \_\_\_\_\_ County of \_\_\_\_\_

CAT. NO. NN00737.  
TO 1945 CA (7-82)  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Shasta } ss.

On December 30, 1982

before me, the undersigned, a Notary Public in and for

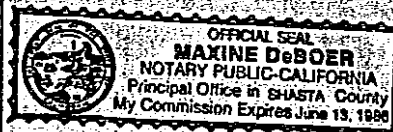
said State, personally appeared Jimmie R. Ferguson

personally known to me to be the person who executed the within instrument as the President, and

that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

DESK 107 PAGE 382



EXHIBIT "A"

A parcel of land situate in the County of Eureka, State of Nevada, according to the official plat of the survey of said land on file in the office of the Bureau of Land Management, more particularly described as follows:

PARCEL 1:

TOWNSHIP 23 $\frac{1}{2}$  NORTH, RANGE 49 EAST, MDB&M

Section 1: Lot 3

TOWNSHIP 24 NORTH, RANGE 49 EAST, MDB&M

Section 9: N $\frac{1}{2}$ NW $\frac{1}{4}$ ; SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 10: SE $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 12: SW $\frac{1}{2}$ SE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 13: NE $\frac{1}{2}$ NW $\frac{1}{4}$ ; SW $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 14: SE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 15: N $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 23: NE $\frac{1}{2}$ NE $\frac{1}{4}$ ; SW $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 26: W $\frac{1}{2}$ E $\frac{1}{4}$ ; NE $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 35: E $\frac{1}{2}$ W $\frac{1}{4}$

TOWNSHIP 24 NORTH, RANGE 50 EAST, MDB&M

Section 2: Lot 3; SE $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 7: Lot 2

TOWNSHIP 25 NORTH, RANGE 50 EAST, MDB&M

Section 24: SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; NW $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 25: S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{2}$   
 Section 28: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 32: SE $\frac{1}{2}$ NE $\frac{1}{4}$ ; SW $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 33: NW $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 35: E $\frac{1}{2}$ NE $\frac{1}{4}$ ; SW $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{2}$   
 Section 36: NW $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{2}$ ; NW $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 50 EAST, MDB&M

Section 1: SE $\frac{1}{2}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$ ; E $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 11: NE $\frac{1}{2}$ NE $\frac{1}{4}$   
 Section 12: E $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 24: E $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 51 EAST, MDB&M

Section 6: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 7: E $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 19: SE $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 30: NW $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; Lots 2 and 3  
 Section 35: N $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 51 EAST, MDB&M

Section 6: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{2}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$   
 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; E $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 31: NW $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ W $\frac{1}{4}$ ; Lot 4; SW $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 27 NORTH, RANGE 51 EAST, MDB&M

Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$   
 Section 31: Lot 1



EXHIBIT "A"

PARCEL II:

TOWNSHIP 24 NORTH, RANGE 50 EAST, MDB&M

Section 20: W $\frac{1}{2}$ SW $\frac{1}{2}$   
Section 30: N $\frac{1}{2}$ NE $\frac{1}{2}$ ; NE $\frac{1}{2}$ NW $\frac{1}{2}$ ; Lot 1

TOWNSHIP 25 NORTH, RANGE 50 EAST, MDB&M

Section 28: S $\frac{1}{2}$ SW $\frac{1}{2}$   
Section 32: NE $\frac{1}{2}$ SE $\frac{1}{2}$

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 GLENDORA TUTTLE, as recorded August 22, 1951 in Book 24 of Deeds, at Page 158; and by FRANK D. CARROLL and NINA J. CARROLL, as recorded August 24, 1951 in Book 24 of Deeds, at Page 161, all Eureka County, Nevada records.

PARCEL III:

TOWNSHIP 24 NORTH, RANGE 50 EAST, MDB&M

Section 14: SW $\frac{1}{2}$ NE $\frac{1}{2}$ ; SE $\frac{1}{2}$ NW $\frac{1}{2}$ ; SW $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{2}$   
Section 22: NE $\frac{1}{2}$   
Section 23: NW $\frac{1}{2}$

EXCEPTING, THEREFROM, a one-fourth interest in all minerals, as reserved in Deed dated October 20, 1960, executed by JEAN SALLABERRY, et al, to CHARLES DAMELE, et al, recorded October 26, 1960 in Book 25 of Deeds, at Page 467, Eureka County, Nevada records.

PARCEL IV:

TOWNSHIP 25 NORTH, RANGE 50 EAST, MDB&M

Section 1: SE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ ; E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$   
E $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ ; NE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$   
Section 28: SE $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$

TOWNSHIP 26 NORTH, RANGE 51 EAST, MDB&M

Section 30: SW $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$   
SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$ ; W $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$   
NW $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ ; S $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$   
SW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$   
Section 31: NW $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$ ; W $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$

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 Records, at Page 318, Eureka County, Nevada.



EXHIBIT "A"

PARCEL V:

TOWNSHIP 27 NORTH, RANGE 51 EAST, MDB&M

Section 30: Lots 9 & 10; SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$   
E $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$

Section 31: N $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ ; SW $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$

EXCEPTING, THEREFROM, all oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA to LIBERTY LIVESTOCK recorded December 6, 1972, in Book 44 of Official Records, at Page 180, Eureka County, Nevada and further EXCEPTING a right of way thereon for ditches and canals constructed by the United States.



Source: SURFACE & UNDERGROUND

Basin: PINE VALLEY-BASIN NO. 53

Date of Abstract: 5-5-82 M.B

Exhibit "B"

Page 1 of 5

Permit	Cert.	Owner of Record	Date of Priority	Point of Diversion					C.F.S.	Duty A F/Y	Use	Place of Use	Remarks
				1/4	1/4	S	T	R					
01201	Decreed	Frank Paxton & Family	1866						2 1/2 cfs/100		Irriga Dom Stock (01201)	149.9 acres Willow, Birch & Kelly Creeks	
01202		" "	1884						"		" (01202)	157.1 acre Denav & Tonkin Creeks	
01800	Decreed	" "	1876						"		Irriga Stock (01800)	1007.28 ac Garden V., Hansen or Shipley Creek	
01801	"	" "	1878						"		" (01801)	122.4 ac "	
2178	1171	" "	8-18-11	NE	NE	11	26	50	0.025		Stock	Carlew Spring	
2179	1172	" "	8-18-11	SW	NE	28	25	50	0.124	37.2	Irriga & Dom (2179)	12.4 ac Big Spring-Dena Wash	
2274	PBU Filed	" "	12-2-11	SW	SW	6	25	51	31.6		Irrig	Certificate not issued due to 01800 coverage of same acreage Pete Hanson or Shipley Cr	
3209	1120	" "	12-21-14	SE	NE	16	24	49	0.315	94.5	Irrig. & Dom (3209)	31.5 ac Indian Spring	
3895	2530	" "	12-8-19	NW	NW	31	27	51	1.4739	580	" (5895)	147.39 ac Pine Creek	
13966	5147	" "	1-3-52	SW	SW	6	25	51	3.0	1149.6	" (13966)	287.4 ac Well No. 1	
33293	PBU 8/16/81	" "	8-23-77	NE	SW	6	26	51	0.01875		Stock	Oil Well Spring 600 cact!	
33294	PBU 8/16/81	" "	"	SE	NE	12	26	50	0.0062		"	Cabin Spring 200 cact!	
33295	"	" "	"	NW	SW	24	25	50	"		"	Paxton Spring 200 cact!	
33296	"	" "	"	NE	NW	6	25	51	0.01875		"	J.D. Ranch Spring 600 cact!	
33297	"	" "	"	NE	NE	16	25	50	0.0125		"	East Shipley Sp. 400 cact!	

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Jurce: SURFACE & UNDERGROUND

Basin: PINE VALLEY-BASIN NO. 53

Date of Abstract: 5-5-82 M.B.

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PAGE 387

Permit	Cart.	Owner of Record	Date of Priority	Point of Diversion					C.F.S.	Duty A F/Y	Use	Place of Use	Remarks
				1/4	1/4	S	T	R					
33299	PBU 8-16-81	Frank Paxton & Family	8-23-77	SE	NE	22	24	50	0.0469		Stock	Willow Crk. Spring 1500	
33300	"	"	"	NW	NW	28	25	50	0.0062		"	Cow Spring 200 cattl.	
33301	"	"	"	SE	NW	28	25	50	"		"	Big Spring Well #1 200 cattl.	
33302	"	"	"	NW	NW	9	24	49	"		"	Indian Creek Spring 200 cattl.	
33303	"	"	"	SW	NE	26	24	49	0.025		"	Tonkin House Springs 800 cattl.	
33304	PBU 8-16-82	"	"	SW	SW	1	23 1/2	49	0.10		Irriga	01202 100 ac. Co-mingle w/ 1202	
38301	Protest	"	6-8-79	SE	SW	27	27	50	0.10		Stock	Damele Well 800 cattl.	
38302	"	"	"	NW	NE	18	27	51	"		"	Deer Spring 800 cattl.	
38303	"	"	"	NE	SE	34	28	50	"		"	Doc Spring 800 cattl.	
38633	Protest	"	7-23-79	NE	NW	17	27	51	"		"	Diamond Spring 800 cattl. Charlie Damele Spring 50 cattl.	
38634	"	"	"	NW	SE	34	28	50	0.01		"	Warm Water Well 800 cattl.	
38635	"	"	"	SE	SE	27	27	50	0.10		"	Fritz Spring 150 cattl.	
38636	"	"	"	NW	NW	2	26	51	"		"	Mineral Spring 50 cattl.	
38637	"	"	"	NE	SE	34	27	51	"		"	Gallagher Spring 500 cattl.	
38638	"	"	"	SW	NW	11	25	51	"		"	Tonkin Summit Spring	



Source: SURFACE & UNDERGROUND

Basin: Pine Valley-BASIN #53

Date of Abstract: 5-5-82 M.B.

Page 3 of 5

BOOK 107 PAGE 388

Permit	Cert.	Owner of Record	Date of Priority	Point of Diversion					C.F.S.	Duty A F/Y	Use	Place of Use	Remarks
				1/4	1/4	S	T	R					
38640	Appl'n.	Frank Paxton & Family	7-23-79	NW	NW	9	24	49	1.0		Irr.	320 ac	Indian Creek Spring Indian Spring No. 2
38641	"	"	"	SW	NE	16	24	49	0.2		"	31.5 ac	same POJ as 3209
40290	"	"	1-11-80	SE	SW	31	26	51	1.0		"	38.0 ac	JD Ranch Spring #3 JD Ranch Spring #3
40291	"	"	"	"	"	"	"	"	0.10		Stock		2000 cattl.
40292	"	"	"	NW	SW	31	26	51	1.0		Irrig.	38.0 ac	JD Ranch Spring #2 JD Ranch Spring #2
40293	Protest	"	"	"	"	"	"	"	0.10		Stock		2000 cattl.
38642	Appl'n.	"	7-23-79	NE	NW	6	25	51	1.0		Irrig.	360 ac	JD Ranch Spring co-mingle w/13966 & 01800
38643	"	"	"	NE	SW	6	26	51	1.0		"	320 ac	Oil Well Spring co- mingle w/01800
40294	Protest	"	1-11-80	NW	NW	20	23	50	0.1		Stock		Red Canyon Spring #1 500 cattl.
40295	"	"	"	NE	NE	19	23	50	"		"		Red Canyon Spring #2 500 cattl.
38644	Appl'n.	"	7-23-79	NW	SW	17	23	50	"		"		Red Canyon Spring #3 500 cattl.
40296	Protest	"	1-11-80	NW	NE	2	23	49	"		"		Tonkin Basin Spring #1 1000 cattl.
40297	"	"	"	NE	NE	2	23	49	"		"		Tonkin Basin Spring #2 1000 cattl.
40298	"	"	"	SW	SW	21	24	49	"		"		Rooster Canyon Spr. #1 1000 cattl.
40299	"	"	"	SE	SW	21	24	49	"		"		Rooster Canyon Sp. #2 1000 cattl.
	"	"	"	NW	NW	24	24	49	"		"		Rooster Canyon Sp. #3 1000 cattl.



Basin: PINE VALLEY-BASIN NO. 53

Date of Abstract: 5-5-82 M. B.

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PAGE 1 OF PAGE 389

Permit	Cert.	Owner of Record	Date of Priority	Point of Diversion					C.F.S.	Duty A F/Y	Use	Place of Use	Remarks
				1/4	1/4	S	T	R					
40301	Protest	Frank Paxton & Family	1-11-80	SW	SE	30	27	51	0.1		Stock	Knight Well 1000 Harry Polly Spring	
40302	Permit	" "	"	SE	NE	25	27	48	"		"	1000 Lost Spring 1000 cattle	
43957	Appl.	" "	6-29-81	NW	SW	2	26	51	"		"	Discovery Spr. 1000 cattle	
43958	"	" "	"	SW	SE	34	27	51	"		"	Ferron Carroll Spring 1000 "	
43959	Protest	" "	"	NW	SE	3	23	49	"		"	Gabel Canyon Spring 1000 "	
43960	"	" "	"	SW	SW	32	24	51	"		"	Dry Cyn. Spr. 1000 "	
43961	"	" "	"	SW	NE	36	24	50	"		"	Willow Spr. 1000 "	
43962	"	" "	"	NE	SW	6	23	51	"		"	Upper Dry Cyn. Spr. 1000 "	
43963	"	" "	"	Lot	16	6	23	51	"		"	Upper Willow Spring 1000 "	
43964	"	" "	"	SE	SW	6	23	51	"		"	Basin Spr. 1000 "	
43965	"	" "	"	Lot	22	6	23	51	"		"	Bill's Spr. 1000 "	
43966	"	" "	"	SW	NE	28	24	49	"		"	Found Spr. 1500 "	
45118	Appl'n.	" "	12-10-81	SE	SW	28	24	49	"		"	Meadow Spr. 1000 "	
45119	"	" "	"	lot	4	3	23	49	"		"		



JRCE: Surface & Underground  
 Basin: Pine Valley - Basin No. 53  
 Date of Abstract: 5-5-82 M.D.

Page 5 of 5

Permit	Cert.	Owner of Record	Date of Priority	Point of Diversion					C.F.S.	Duty A F/Y	Use	Place of Use	Remarks
				1/4	1/4	S	T	R					
45120	Appl'n.	Frank Paxton & Family	12-10-81	Lot	2	4	23 1/2	49	0.1		Stock	Middle Mtn. Spr. 1000 Carr	
45121	"	" "	"	SE	NE	5	23	49	"	"	"	Coils Spr. 1000 "	
45122	"	" "	"	NW	SW	4	24	49	"	"	"	Barrel Spr. 1000 "	
45123	"	" "	"	NE	SW	9	24	49	"	"	"	Buck Pasture Spring 1000 "	
45124	"	" "	"	NE	SW	5	24	49	"	"	"	Upper Indian Spring #1 1000 "	
45125	"	" "	"	SW	NE	8	24	49	"	"	"	Upper Indian Spring #3 1000 "	
45126	"	" "	"	SE	NW	8	24	49	"	"	"	Upper Indian Spring #2 1000 "	
45127	"	" "	"	SW	SW	8	24	49	"	"	"	Boundry Sp. 1000 "	
45128	"	" "	"	NW	SE	11	25	49	"	"	"	Cadet Trough Spring 1000 "	

RECORDED AT REQUEST OF  
 Peter and Tille  
 BROWN TO PAGE 211

83 JAN 14 P 3:1

OFFICIAL RECORDS  
 ESSEX COUNTY, GEORGIA  
 M.H. REBALZATI, RECORDER  
 FILE NO. 86187  
 FEE \$ 7.00

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