

Submitted for Recordation  
By and Return to

95689



**Bank of America**

NATIONAL TRUST AND SAVINGS ASSOCIATION  
Mid-Valley Corporate/

Office Address City State Zip  
Agribusiness Banking Group #1443  
P.O. Box 760  
Woodland, CA 95695

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Deed of Trust, made this 30th day of July, 19 84.

BETWEEN Daniel H. Russell and Roberta A. Russell, who are married to each other as

Trustors- -----, as TRUSTOR

☒ DHR Lat  
(Initials)

Washoe Title Guaranty Company, Nevada

("Trustor" to be interpreted as "Trustors" where context requires), ~~COMPONENTS OF THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as TRUSTEE, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as BENEFICIARY.~~

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, IN TRUST, WITH POWER OF

SALE, the following described property situate in the -----

----- County of White Pine, Elko, Nye, Eureka, and Lander, State of Nevada to-wit:

Legal Description consisting of 10 pages attached hereto as Exhibit A. ☒ DHR Lat  
(Initials)

See Exhibit B attached hereto for additional terms and provisions of this deed of trust.

including all appurtenances and easements used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches, including also all gas, electric, cooking, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment which have been or may hereafter be attached in any manner to any building now or hereafter on the said property, or to the said property, and also the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$ 9,431,000.00 with interest thereon according to the terms of a promissory note or notes dated 1-23-84, made by Trustor, payable to the order of the

Beneficiary, and extensions or renewals thereof; (2) payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, which are now due or may hereafter become due from Trustor (or any of them or any successor in interest to Trustor or any of them) whether created directly or acquired by assignment if the document evidencing any such other obligation or liability or any other writing signed by Trustor (or any of them or any successor in interest to Trustor or any of them) specifically provides that said obligation is secured by this deed of trust; (3) performance of each agreement of Trustor herein contained; and (4) payment of all sums to be made by Trustor pursuant to the terms hereof.

**TO PROTECT THE PROPERTY AND SECURITY GRANTED BY THIS DEED OF TRUST, TRUSTOR AGREES:**

(a) Properly to care for and keep said property and buildings and improvements situate thereon in good condition and repair; to underpin and support, when necessary, any building or other improvement situate thereon, and otherwise to protect and preserve same; not to remove or demolish any building or improvement which may be constructed, damaged or destroyed thereon, and pay in full all costs incurred therefor; not to commit or permit waste of the property; to comply with all laws, covenants, conditions or restrictions affecting the property; in the case of a leasehold estate, to observe and perform all obligations of Trustor under any lease or leases and to take any action required and to refrain from taking any action prohibited, as necessary, to preserve and protect the leasehold estate and the value thereof; to provide and maintain fire (and if required by Beneficiary, earthquake, mortgage guaranty and other) insurance satisfactory to and with loss payable solely to Beneficiary, and to deliver all policies to Beneficiary, which delivery shall constitute assignment to Beneficiary of all return premiums; to appear in and defend, without cost to Beneficiary or Trustee, any action or proceeding purporting to affect the security hereunder, or the rights or powers of Beneficiary or Trustee, and, when required by Trustee or Beneficiary, to commence and maintain any action or proceeding necessary to protect such security and such rights or powers; and should Trustee or Beneficiary elect to appear in, defend, or commence and maintain any such action or proceeding, (including any proceedings under law relating to insolvency or bankruptcy) to pay all their costs and expenses, including attorney fees; to pay before delinquency, all taxes, assessments and charges affecting the property, including assessments on appurtenant water stock; to pay when due all encumbrances, charges and liens affecting or purporting to affect title to said property; to pay all costs, fees and expenses of this trust; if said property be agricultural, to farm said land in an approved and husbandlike manner, and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed and fumigated; to replace all dead or unproductive vines or trees with new ones; and to keep all buildings, fences, ditches, canals, wells and other farming improvements on said premises in first class condition, order and repair. At the request of Beneficiary, Trustor will monthly pay to Beneficiary an amount equal to one-twelfth (1/12th) of the annual cost of taxes and assessments on the property together with an amount equal to the estimated next fire or fire and earthquake and other required insurance premiums divided by the number of months between the date of computation and the date of payment of the said insurance premium; said accumulated funds will be released to Trustor for payment of taxes, assessments and insurance premiums, or may be so directly applied by Beneficiary, if Beneficiary so elects.

(b) Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee (but without obligation so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereunder) may make or do the same, and may pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to affect said property; and in exercising any such powers, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Beneficiary or Trustee shall be secured hereby and, without demand, shall be immediately due and payable by Trustor and shall bear interest at the rate of ten percent per annum; provided, however, that at the option of Beneficiary or Trustee such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the same interest as such indebtedness and be payable ratably over the remaining term thereof.

**IT IS MUTUALLY AGREED THAT:**

1. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefor. All such compensations, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Beneficiary, who may release any money so received by it, or apply the same on any indebtedness secured hereby. In the event that anyone shall establish and exercise any right to develop, bore for or mine for any water, gas, oil, or mineral on or under the surface of the property, any sums that may thereafter become due and payable to the Trustor as bonus or royalty shall be considered rent hereunder, and such sums, together with damages and other compensation payable to the Trustor by reason of the exercise of such rights are hereby made subject to this deed of trust and shall be applied in accordance with the provisions hereof. Trustor agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds, as Beneficiary or Trustee may require. The Trustee or Beneficiary may enter upon the property at any time during the existence of this trust for the purpose of inspection, or for the accomplishment of any of the purposes hereof.

2. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.

3. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any property securing the indebtedness; Trustee may, at any time and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the line or charge thereof, (d) reconvey, without any warranty, all or any part of the property.

4. Upon payment in full of all sums secured hereby, and performance of all obligations of the Trustor hereunder, the Trustee shall reconvey, without warranty, the estate vested in it hereby. The grantee in any reconveyance made pursuant to this deed of trust may be described as "the person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

5. If default be made in the payment when due of any part or instalment of principal or interest of the note or notes specifically referred to above or in the payment of any other indebtedness secured hereby or in the event Trustor or any successor in interest to Trustor in the property sells, conveys, alienates, assigns or transfers said property, or any part thereof, or any interest therein, or drills or extracts or enters into any lease for the drilling or extraction of oil, gas, or other hydrocarbon substances or any mineral of any kind or character therefrom or from any part thereof, or becomes divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, or upon default by Trustor in the performance of any agreement hereunder, or in the event and at any time after anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the property, Beneficiary shall have the right, at its option to declare said note or notes and any other indebtedness or obligation secured hereby, irrespective of the maturity date specified in any note or written agreement evidencing the same, immediately due and payable without notice or demand, and no waiver, of this right shall be effective unless in writing and signed by Beneficiary.

6. Waiver of a right granted to Beneficiary hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Beneficiary may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same. The recording of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.

7. At least three months having elapsed between the recording of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, and without demand on trustor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such orders as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Trustee may postpone sale of all or any portion of the property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the previous postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of his trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of the sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or

See Exhibit C, consisting of one page.

BOOK 127 PAGE 521

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(Initials)

persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to a reasonable sum to be fixed by the court as attorney's fees expended in the prosecution of said action.

8. Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property and of any personal property located thereon with or without taking possession of the property affected hereby, and absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary; provided, however, that Beneficiary hereby consents to the collection and retention of such rents, issues and profits as they accrue and become payable only if Trustor is not, at such times, in default with respect to payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, harvest, remove, and sell any crops that may be growing upon the premises, and apply the proceeds thereof upon the indebtedness secured hereby. 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 waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Trustor also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to the Trustee.

9. Any Trustor who is a married person hereby expressly agrees that recourse may be had against his or her separate property for any deficiency after the sale of the property hereunder.

10. 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.

11. Trustor further agrees that Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustor.

12. Beneficiary may from time to time, substitute another Trustee in the place of the Trustee herein named, to execute this trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the title, powers and duties conferred upon the Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Beneficiary, containing reference to this deed of trust sufficient to identify it, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

13. This deed of trust shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. 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.

14. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

If a mailing address is set forth opposite any Trustor's signature hereto, and not otherwise, the undersigned Trustor shall be deemed to have requested that a copy of any notice of default, and of any notice of sale hereunder, be mailed to said Trustor at said address.

MAILING ADDRESS FOR NOTICES

Street	City and State	Signature of Trustor
c/o Mull & McCarthy	Old Sacramento, CA 95814	<u>Daniel H. Russell</u> Daniel H. Russell
1001 Second Street		<u>Roberta A. Russell</u> Roberta A. Russell

State of California

County of SACRAMENTO

On this 3rd day of August, in the year 1984, before me, Shirley Paiz Lyman, a Notary Public in and for the \_\_\_\_\_ County, personally appeared DANIEL H. RUSSELL & ROBERTA A. RUSSELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that ~~they~~ they executed it.

(SEAL)



WITNESS my hand and official seal.

Signature:

Shirley Paiz Lyman

☒ DHR *[Signature]*  
(Initials)

EXHIBIT "A"

Situate in the County of White Pine, State of Nevada, described as follows,  
to-wit:

TOWNSHIP 22 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 1: Lots 1 & 2; Southeast 1/4 Northeast 1/4

TOWNSHIP 23 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 23: Southeast 1/4

Section 24: Northeast 1/4 Northwest 1/4; South 1/2 Northwest 1/4; Southwest 1/4;  
East 1/2

Section 25: All

Section 26: East 1/2

Section 35: East 1/2

Section 36: All

TOWNSHIP 25 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 2: Southwest 1/4 Northwest 1/4; West 1/2 Southwest 1/4;  
Southeast 1/4 Southwest 1/4

Section 3: Lots 1 & 2; Southeast 1/4 Northeast 1/4; Northeast 1/4 Southeast 1/4

Section 11: Southeast 1/4 Southwest 1/4

Section 14: East 1/2 Northwest 1/4; East 1/2 Southwest 1/4;  
Southwest 1/4 Southeast 1/4

Section 23: East 1/2 Northwest 1/4; West 1/2 East 1/2

Section 26: West 1/2 Northeast 1/4; West 1/2 Southwest 1/4

Section 34: Southwest 1/4 Northeast 1/4; Northeast 1/4 Southeast 1/4

Section 35: Northwest 1/4 Northwest 1/4

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 27: Southwest 1/4 Southeast 1/4

Section 34: West 1/2 Northeast 1/4; Northwest 1/4 Southeast 1/4

TOWNSHIP 22 NORTH, RANGE 56 EAST, M.D.B.&M.

Section 6: Southeast 1/4 Northwest 1/4; Lots 3, 4 & 5

TOWNSHIP 23 NORTH, RANGE 56 EAST, M.D.B.&M.

Section 19: East 1/2 Southwest 1/4; Lots 3 & 4

Section 30: East 1/2 West 1/2; Lots 1, 2, 3 & 4

Section 31: East 1/2 West 1/2; Lots 1, 2, 3 & 4



☒ DHR *Rah*  
(initials)

EXHIBIT "A" (Continued)

TOWNSHIP 25 NORTH, RANGE 56 EAST, M.D.B.&M.

Section 5: Southwest 1/4 Southwest 1/4

TOWNSHIP 26 NORTH, RANGE 56 EAST, M.D.B.&M.

Section 28: South 1/2 Southwest 1/4 Southwest 1/4; Lots 5 & 6

Section 29: Southeast 1/4 Southwest 1/4; Southwest 1/4 Southeast 1/4;  
South 1/2 Southeast 1/4 Southeast 1/4

Section 32: North 1/2 Northeast 1/4; Northeast 1/4 Northwest 1/4

Section 33: North 1/2 Northwest 1/4; Southwest 1/4; Lots 1 & 2

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and mineral rights, as reserved in deed from KATHERINE FRANSEN and the ESTATE OF FRANK M. FRANSEN, Deceased, recorded in Book 169, Page 352, Real Estate Records, White Pine County, Nevada.

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 22: West 1/2 Northeast 1/4; Southeast 1/4 Northwest 1/4;  
East 1/2 Southwest 1/4

Section 27: East 1/2 Northwest 1/4; Northeast 1/4 Southwest 1/4;  
Northwest 1/4 Southeast 1/4

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and mineral rights, as reserved in deed from KATHERINE FRANSEN and the ESTATE OF FRANK M. FRANSEN, Deceased, recorded in Book 169, Page 352, Real Estate Records, White Pine County, Nevada.

TOWNSHIP 17 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 1: Northwest 1/4 Southwest 1/4

TOWNSHIP 19 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 15: West 1/2

Section 22: All

☒ PAR  
(Initials)

EXHIBIT "A" (Continued)

Situate in the County of Elko, State of Nevada, described as follows, to-wit:

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 15: Southwest 1/4 Northeast 1/4; Southwest 1/4 Southeast 1/4

TOWNSHIP 27 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 35: Southeast 1/4 Northwest 1/4; Northeast 1/4 Southwest 1/4

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and mineral rights conveyed by JEFF HUNT, et ux, to KATHERINE M. FRANSEN, et al, by Deed recorded May 29, 1952, in Book 168 of Official Records at Page 37 and reserved in Deed executed by KATHERINE M. FRANSEN, et al, in Deed recorded May 24, 1952, in Book 168 of Real Estate Records at Page 22, White Pine County, Nevada, and in Book 61 of Deeds at Page 296, Elko County, Nevada records.

Situate in the County of Nye, State of Nevada, described as follows, to-wit:

TOWNSHIP 14 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 23: West 1/2 Southeast 1/4

TOWNSHIP 14 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 10: North 1/2 Northeast 1/4

Section 11: North 1/2 Northwest 1/4

Section 24: West 1/2 Southwest 1/4; Northeast 1/4 Southwest 1/4;  
Northwest 1/4 Southeast 1/4

TOWNSHIP 15 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 23: Southwest 1/4 Northeast 1/4

Section 28: Northeast 1/4 Northwest 1/4

EXCEPTING FROM the West 1/2 Southeast 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B.&M., and the Southwest 1/4 Northeast 1/4 of Section 23 and the Northeast 1/4 Northwest 1/4 of Section 28, Township 15 North, Range 53 East, M.D.B.&M., an undivided 1/6 of all minerals, oil, gas, and hydrocarbon substances, as granted to JOHN I. BROWN by Deed recorded February 20, 1954, in Book 56 of Deeds, Page 70.

☒ PAR *PAR*  
(Initials)

EXHIBIT "A" (Continued)

ALSO EXCEPTING from the West 1/2 Southeast 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B.&M., and the Southwest 1/4 Northeast 1/4 of Section 23, and the Northeast 1/4 Northwest 1/4 of Section 28, Township 15 North, Range 53 East, M.D.B.&M., an undivided 23-1/3 interest in and to all oil, gas, hydrocarbon substances within said land, as granted to SAM RUDNICK by Deed recorded March 11, 1957, in Book 18 of Official Records at Page 190.

ALSO EXCEPTING from the West 1/2 Southeast 1/4 of Section 23, Township 14 North, Range 48 East, M.D.B.&M., and the Southwest 1/4 Northeast 1/4 of Section 23, and the Northeast 1/4 Northwest 1/4 of Section 28 in Township 15 North, Range 53 East, M.D.B.&M., an undivided 40% interest in and to all mineral rights, including but not limited to 'crude oil', petroleum, gas brea, asphaltum, or any kindred substance with and underlying as reserved in the Deed executed by EUREKA LIVESTOCK COMPANY, recorded June 2, 1958, in Book 25 of Official Records, Page 482.

TOWNSHIP 7 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 3: Lots 3 & 4 (North 1/2 Northwest 1/4) Section 4:  
Lot 1 (Northeast 1/4 Northeast 1/4)

TOWNSHIP 8 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 13: Northwest 1/4 Northeast 1/4; Northeast 1/4 Northwest 1/4  
Section 33: Northeast 1/4; North 1/2 Northwest 1/4 Section 34:  
West 1/2 Northwest 1/4; Southeast 1/4 Northwest 1/4;  
North 1/2 Southwest 1/4; Southeast 1/4 Southwest 1/4; Lot 1

TOWNSHIP 6 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 5: Southwest 1/4 Northeast 1/4  
Section 9: Southwest 1/4 Southwest 1/4  
Section 16: Northwest 1/4 Northwest 1/4

TOWNSHIP 8 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 14: South 1/2 Northwest 1/4; Northwest 1/4 Northwest 1/4;  
North 1/2 Southwest 1/4  
Section 15: Southwest 1/4 Northeast 1/4; Southeast 1/4;  
Northeast 1/4 Southwest 1/4

EXCEPTING THEREFROM that portion of said land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded June 18, 1936, in Book 45, Page 356 of Deeds, Nye County, Nevada records.

☒ DHR *[Signature]*  
(Initials)

EXHIBIT "A" (Continued)

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded November 9, 1940, in Book 48 of Deeds, Page 53, under File No. 12440, Nye County, Nevada records.

FURTHER EXCEPTING an undivided 3-1/2% interest in the mineral rights in and to the Northwest 1/4 Southwest 1/4 of Section 12, and the East 1/2 Southeast 1/4 and the Southwest 1/4 Southeast 1/4 of said Section 15, Township 8 North, Range 55 East, M.D.B.&M., as granted to J. P. JOHANSEN and LOLA H. JOHANSEN, husband and wife, by Deed dated August 25, 1958, recorded in Book 35, Page 481, Official Records of Nye County, Nevada.

TOWNSHIP 10 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 36: North 1/2 Northwest 1/4; Southeast 1/4 Northwest 1/4

TOWNSHIP 8 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 15: Southeast 1/4 Northwest 1/4

EXCEPTING THEREFROM that portion described as follows:

Beginning at a point in the Southeast 1/4 Northwest 1/4 of said Section 15, from which the North quarter corner of said Section 15 bears North 10°28'10" East, a distance of 1600.76 feet; thence South 38°57' East, a distance of 464.46 feet; thence South 0°02' East, a distance of 239.98 feet; thence South 51°63' West, a distance of 390.20 feet; thence North 38°57' West, a distance of 651.18 feet; thence North 51°03' East, a distance of 540.95 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said land conveyed to the State of Nevada for highway and incidental purposes by Deed recorded June 18, 1936 in Book 45, Page 356, Deed Records, Nye County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the STATE OF NEVADA for highway and incidental purposes by Deed recorded November 9, 1940 in Book 48 of deeds, Page 53, under File No. 12440, Nye County, Nevada records.

TOWNSHIP 10 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 25: Southeast 1/4 Southwest 1/4

TOWNSHIP 11 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 19: East 1/2 Northeast 1/4; Southwest 1/4 Northeast 1/4;  
Southeast 1/4 Northwest 1/4



☒ DHR  
(Initials)

EXHIBIT "A" (Continued)

Situate in the County of Eureka, State of Nevada, described as follows, to-wit:

TOWNSHIP 16 NORTH, RANGE 53 EAST, M.D.B.&M.

- Section 7: Southeast 1/4 Northeast 1/4  
Section 8: East 1/2; Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4;  
North 1/2 Southwest 1/4; Southeast 1/4 Southwest 1/4  
Section 9: Northeast 1/4 Northeast 1/4; South 1/2 Northeast 1/4;  
Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4; South 1/2  
Section 10: North 1/2; North 1/2 South 1/2; Southwest 1/4 Southeast 1/4;  
South 1/2 Southwest 1/4  
Section 11: South 1/2 Northeast 1/4; Northwest 1/4; North 1/2 Southwest 1/4  
Section 12: North 1/2

TOWNSHIP 16 NORTH, RANGE 54 EAST, M.D.B.&M.

- Section 6: South 1/2 Southwest 1/4  
Section 7: Lots 1 & 2 of the Northwest 1/4

TOWNSHIP 17 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 24: Homestead Entry No. 174, comprising Tracts A and B; embracing a portion of, approximately Section 24 in Township 17 North of Range 49 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning for the description of Tract A at corner No. 1, identical with the Southwest corner to Section 19 in Township 17 North, Range 50 East of the Mount Diablo Meridian; thence, North 87° West 43.66 chains to Corner No. 2; thence, North 2°40' West 3.44 chains to Corner No. 3; thence, North 73°35' East 22.53 chains to Corner No. 4; thence, South 63°30' East 10.92 chains to Corner No. 5; thence, South 84°24' East 12.41 chains to Corner No. 6; thence, South 0°4' East 5.98 chains to Corner No. 1, the place of beginning.

Beginning for the description of Tract B at Corner No. 7, from which Corner No. 2 of said Tract A bears South 87° East 50 links distant; thence North 87° West 27.75 chains to Corner No. 8; thence North 39°12' East 12.76 chains to Corner No. 9; thence North 39°29' West 16.96 chains to Corner No. 10; thence North 47° East 4.48 chains to Corner No. 11; thence South 33°44' East 4.99 chains to Corner No. 12; thence South 48°30' East 30.75 chains to Corner No. 13; thence North 73°35' East 1.24 chains to Corner No. 14; thence South 2°40' East 3.28 chains to Corner No. 7; the place of beginning, containing in the aggregate 61.83 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

DHR *[Signature]*

EXHIBIT "A" (Continued)

TOWNSHIP 17 NORTH, RANGE 50 EAST, M.D.B.&M.

Sections 7 & 8: Described more particularly as follows:

Beginning at Corner No. 1 from which the quarter corner to Sections 8 and 9 in Township 17 North of Range 50 East of the Mount Diablo Meridian, bears North 82°35' East 57.53 chains distant; thence South 73°52' West 17.72 chains to Corner No. 2; thence North 76°18' West 27.40 chains to Corner No. 3; thence South 66°29' West 3.30 chains to Corner No. 4; thence North 76°43' West 30.88 chains to Corner No. 5; thence North 56°9' East 5.40 chains to Corner No. 6; thence South 79°52' East 55.00 chains to Corner No. 7; thence North 76°59' East 15.21 chains to Corner No. 8; thence South 37°41' East 5.41 chains to Corner No. 1, the place of beginning; containing 35.65 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

Section 19: Lot 4; Southeast 1/4 Southwest 1/4  
Section 29: North 1/2 Northwest 1/4; West 1/2 Northeast 1/4  
Section 30: Northeast 1/4 Northwest 1/4; North 1/2 Northeast 1/4;  
East 1/2 Southwest 1/4; North 1/2 Southeast 1/4  
Section 31: West 1/2 Northeast 1/4; Northeast 1/4 Northeast 1/4

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 25: North 1/2 Northeast 1/4

TOWNSHIP 18 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: Southwest 1/4 Northeast 1/4; Northwest 1/4 Southeast 1/4  
Section 30: Northwest 1/4 Northeast 1/4; Northeast 1/4 Northwest 1/4

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 18: West 1/2 Northeast 1/4; East 1/2 Northwest 1/4;  
West 1/2 Southeast 1/4; Southwest 1/4  
Section 19: Northwest 1/4 Northeast 1/4; West 1/2; West 1/2 Southeast 1/4  
Section 30: North 1/2; North 1/2 South 1/2

TOWNSHIP 18 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 18: Southeast 1/4 Northwest 1/4; Northeast 1/4 Southwest 1/4;  
Northwest 1/4 Southeast 1/4; South 1/2 Southeast 1/4; Lot 2  
Section 19: Northeast 1/4; Southeast 1/4 Northwest 1/4; North 1/2 Southeast 1/4  
Section 20: West 1/2 Northwest 1/4; North 1/2 Southwest 1/4;  
Southeast 1/4 Northwest 1/4; Lot 1

PHR *Bull*  
11-11-1915

EXHIBIT "A" (Continued)

EXCEPTING from all of those parcels shown in Township 18 North, Range 54 East, M.D.B.&M., except the Northeast 1/4 Northeast 1/4 of Section 19, the Southeast 1/4 Northwest 1/4, Lot 1, Northwest 1/4 Northwest 1/4 and the Northeast 1/4 Southwest 1/4 of Section 20, all the coal and other minerals as reserved in Patent executed by the UNITED STATES OF AMERICA, recorded August 17, 1932, in Book 21 of Deeds at Page 89, Eureka County, Nevada records.

TOWNSHIP 19 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 16: West 1/2 Northeast 1/4; East 1/2 Northwest 1/4;  
Southwest 1/4 Northwest 1/4; Northwest 1/4 Southwest 1/4  
Section 17: Southeast 1/4 Northeast 1/4; Northeast 1/4 Southeast 1/4

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 14: East 1/2 Southwest 1/4 Northwest 1/4 Southwest 1/4;  
West 1/2 Southeast 1/4 Northwest 1/4 Southwest 1/4;  
Southeast 1/4 Southeast 1/4 Northwest 1/4 Southwest 1/4;  
Southwest 1/4 Southeast 1/4 Southwest 1/4;  
Southwest 1/4 Southeast 1/4 Southeast 1/4 Southwest 1/4;  
South 1/2 Northwest 1/4 Southeast 1/4 Southwest 1/4;  
Northwest 1/4 Northwest 1/4 Southeast 1/4 Southwest 1/4;  
Southeast 1/4 Southeast 1/4 Southwest 1/4 Southwest 1/4;  
North 1/2 Southeast 1/4 Southwest 1/4 Southwest 1/4;  
Northeast 1/4 Southwest 1/4 Southwest 1/4;  
Northeast 1/4 Northwest 1/4 Southwest 1/4 Southwest 1/4  
Section 23: North 1/2 Southeast 1/4 Northwest 1/4;  
Northeast 1/4 Southwest 1/4 Northeast 1/4 Northwest 1/4;  
Northwest 1/4 Southeast 1/4 Northeast 1/4 Northwest 1/4

AND a parcel of land described as:

Beginning at Corner No. 1, from which U. S. Location Monument No. 253 bears South 26°42' East 1.55 chains distant, thence North 26°42' West 69.97 chains to Corner No. 2; thence North 9°13' West 17.37 chains to Corner No. 3; thence North 87°44' East 7.72 chains to Corner No. 4; thence South 22°51' East 86.81 chains to Corner No. 5; thence West 7.36 chains to Corner No. 1, the place of beginning, containing 78.92 acres, and being the same parcel conveyed by the UNITED STATES OF AMERICA to GEORGE WILLIAMS by Land Patent dated May 19, 1915, and recorded in Book 18 of Deeds at Page 195, Eureka County, Nevada records.

☒ D.H.R. [Signature]  
(Initials)

EXHIBIT "A" (Continued)

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: Northwest 1/4 Southwest 1/4; Southwest 1/4 Southwest 1/4  
Section 6: Northeast 1/4 Southeast 1/4; Southeast 1/4 Southeast 1/4  
Section 8: Northwest 1/4 Northwest 1/4; South 1/2 Northwest 1/4;  
Northeast 1/4 Southwest 1/4

TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: West 1/2 East 1/2; East 1/2 West 1/2; West 1/2 Southwest 1/4;  
Southwest 1/4 Northwest 1/4  
Section 6: Southeast 1/4; Southeast 1/4 Northeast 1/4

EXCEPTING THEREFROM all coal and other valuable minerals as reserved in Patent executed by UNITED STATES OF AMERICA, recorded July 6, 1950, in Book 24 of Deeds at Page 79, Eureka County, Nevada records.

Section 18: Northwest 1/4 Northeast 1/4; Northeast 1/4 Southwest 1/4;  
Southeast 1/4 Northwest 1/4; Southwest 1/4 Southeast 1/4  
Section 19: East 1/2 Southeast 1/4; Northwest 1/4 Southeast 1/4; Northeast 1/4

EXCEPTING from all of the subject property in Section 18 and the North 1/2 Northeast 1/4, Southwest 1/4 Northeast 1/4 and Northwest 1/4 Southeast 1/4 of Section 19, all the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA, recorded October 5, 1966, in Book 12 of Official Records at Page 209, Eureka County, Nevada.

Section 20: West 1/2 Southwest 1/4; Southwest 1/4 Northwest 1/4

EXCEPTING from the Southeast 1/4 Southeast 1/4 of Section 19 and the Southwest 1/4 Southwest 1/4 of Section 20 all minerals as reserved in Patent executed by UNITED STATES OF AMERICA, recorded January 2, 1969, in Book 26 of Official Records at Page 534, Eureka County, Nevada.

Section 29: Southwest 1/4 Northwest 1/4; Northwest 1/4 Southwest 1/4;  
Southwest 1/4 Southwest 1/4

Section 30: East 1/2 Northeast 1/4; Northeast 1/4 Southeast 1/4

EXCEPTING from all of the subject property in Sections 29 and 30 all of the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA, recorded February 21, 1969, in Book 28 of Official Records at Page 12, Eureka County, Nevada.



☒ DHR *[Signature]*  
(Initials)

EXHIBIT "A" (Continued)

Situate in the County of Lander, State of Nevada, described as follows, to-wit:

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 7: Southeast 1/4 Northwest 1/4; Southwest 1/4 Northeast 1/4;  
West 1/2 Southeast 1/4  
Section 18: Northwest 1/4 Northeast 1/4

EXCEPTING an undivided one-half of all oil, petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 7, 1962, in Book 26 of Deeds at Page 300, Eureka County, Nevada, and recorded November 13, 1962, in Book 69 of Deeds at Page 250, Lander County, Nevada.

TOWNSHIP 29 NORTH, RANGE 43 EAST, M.D.B.&M.

Section 35: North 1/2 Northeast 1/4; Southwest 1/4 Northeast 1/4

TOWNSHIP 30 NORTH, RANGE 43 EAST, M.D.B.&M.

Section 36: Southeast 1/4

EXCEPTING AND RESERVING, also, to the UNITED STATES, pursuant to the provisions of the Act of August 1, 1946 (60 Stat 755), all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable material, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, remove the same.

EXCEPTING THEREFROM all of the above described parcels all mineral rights and interest, including coal, oil, gas and other hydrocarbons, and all other metallic and non-metallic mineral ores and substances, and geothermal steam, hot water, hot brines, thermal energy and gasses as conveyed by VALIANT FARMS-EUREKA, INC., to APAL, a Limited Partnership, by various documents of record.

EXHIBIT B

☒ DNR  
(Initials)

A. This Deed of Trust encumbers, in addition to the real property described on Exhibit A, all leases, permits, licenses and privileges now held or hereafter acquired by Trustor from the United States, the State of Nevada or any department, bureau or agency of the United States or the State of Nevada, or any private party, relating to or appurtenant to the real property described in Exhibit A, to rent, lease, and/or use any public or private lands for the purpose of grazing, pasturing, or feeding livestock thereon, and this Deed of Trust also encumbers any and all improvements on any such public lands heretofore or hereafter acquired or constructed by Trustor.

B. Trustor shall perform and observe all of the covenants and conditions set forth in said leases, permits licenses and privileges; Trustor shall comply with all rules and regulations promulgated and applicable to said leases, permits licenses and privileges including, without limitation, paying when due any rent or charges payable thereunder. In the event that Trustor fails to make any such payment, Beneficiary may make such payment and any amounts so advanced by Beneficiary shall be secured hereby, shall be immediately due and payable, and shall bear interest at the same rate of interest as set forth in the promissory note secured hereby.

C. Trustor shall make application and do any and all things necessary to obtain extensions or renewals of said leases, permits, licenses and privileges during the term of this Deed of Trust. In the event that Trustor fails to perform the covenants and agreements set forth in paragraphs A, B, and C of this Deed of trust, such failure shall constitute a default under this Deed of Trust.



EXHIBIT C

☒ DMR  
(Initials)

7. At least three months having elapsed after the recordation of notice of default and election to sell, Trustee, having first given notice of sale as then required by law, and without demand on Trustor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such orders as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Trustee may postpone sale of all or any portion of the property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the previous postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of his trust, including costs of evidence of title in connection with the sale and reasonable attorney's fees, the Trustee shall apply the proceeds of the sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to a reasonable sum to be fixed by the court as attorney's fees expended in the prosecution of said action.

RECORDED AT REQUEST OF  
Washoe Title Guaranty Co.  
BOOK 127 PAGE 530

84 SEP 11 AM: 00

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. 95689  
FEE \$ 19.00

BOOK 127 PAGE 534