

108158

ALL-INCLUSIVE DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 29th day of March, 1987, by and between DAVID M. SHUEY and CHRISTENE K. SHUEY, his wife, of Eureka, Nevada, First Parties, hereinafter called the Grantors; FRONTIER TITLE COMPANY, a Nevada corporation, Second Party, hereinafter called the Trustee; and NEVADA-RINGSBY FARMS, INC., a Nevada corporation, and NEVADA-RINGSBY LAND COMPANY, a Nevada corporation, Third Parties, hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries, NEVADA-RINGSBY FARMS, INC., a Nevada corporation, and NEVADA-RINGSBY LAND COMPANY, a Nevada corporation, in the sum of ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantors to said Beneficiaries, which Note is in the words and figures as follows, to-wit:

\$155,000.00

Eureka, Nevada, May 29, 1987

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of NEVADA-RINGSBY LAND COMPANY, a Nevada corporation, as to an undivided 84% interest, and to NEVADA-RINGSBY FARMS, INC., a Nevada corporation, as to an undivided 16% interest, at Elko, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000), together with interest to accrue upon the declining balance at the rate of nine percent (9%) per annum from the 1st day of June, 1987, until paid, all in the manner following, to-wit:

\$20,000.00, on or before the 1st day of June, 1988, and a like sum on or before the 1st day of June of each and every year thereafter until eight years from date hereof at which time the entire balance shall be paid in full. Said yearly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Makers may, at their option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall, in all events, pay at least the sums required by the above payment schedule.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holder may, at its option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, we jointly and severally promise and agree to pay the holder's reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

Each payment hereunder which is more than fifteen (15) days late, shall bear a penalty of 15% of the payment, in addition thereto.

This Note is secured by an All-Inclusive Deed of Trust and Security Agreement of even date herewith.

\_\_\_\_\_  
DAVID M. SHUEY  
DAVID M. SHUEY

\_\_\_\_\_  
CHRISTENE K. SHUEY  
CHRISTENE K. SHUEY

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 389  
ELKO, NEVADA 89801-0389

BOOK 156 PAGE 485<sup>2.</sup>

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Township 21 North, Range 53 East, MDB&M

Section 27: W $\frac{1}{4}$

TOGETHER WITH any and all improvements situate thereon, or which may be placed thereon during the life of this Deed of Trust.

TOGETHER WITH all waters, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs and all other means for the diversion or use of waters appurtenant to the said real property therewith, including but not limited to Permit Nos. 33817 and 33818, and together with all stockwatering rights used or enjoyed in connection with the use of any of said lands.

TOGETHER WITH all irrigation equipment and machinery used in connection with said property, including two Lockwood Pivot Systems.

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

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 ( None ); 3, 4, ( 9% ), 5, 6, 7 ( legal rate ), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 389  
ELKO, NEVADA 89801-0389

BOOK 156 PAGE 486 3.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to the Grantors.

Said Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction nor a reconveyance made thereunder, operate as a waiver of any such other security now held or hereafter acquired.

This All-Inclusive Deed of Trust is subject and subordinate to a Senior Deed of Trust now of record, securing a Senior Note in the original amount of \$90,880.00 made by NEVADA-RINGSBY LAND COMPANY in favor of CLIFFORD E. FISHER and ANN FISHER, his wife, which Senior Deed of Trust was recorded November 6, 1979, in Book 76, Official Records, page 103, File No. 71040, Eureka County, Nevada records. Beneficiaries have agreed to continue to pay the Senior Note in accordance with its terms on the condition that Grantors faithfully perform hereunder, and timely pay all obligations secured hereby. Beneficiaries may not, without the prior written consent of Grantors, extend the term, or otherwise change the provisions, of the Senior Note or Deed of Trust, or do any act, or allow any omission, which constitutes a default thereunder. Should the Beneficiaries cause or allow a default under the Senior Note or Deed of Trust, the Grantors may, but are not obligated to, advance any sums due under the Senior Note or Deed of Trust directly to the persons entitled thereto, whether the holder of the Senior Note or Beneficiaries of the Senior Deed of Trust or otherwise, and any and all advances so made shall be automatically credited to the Note secured by this All-Inclusive Deed of Trust

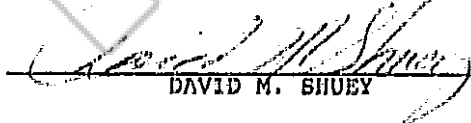
WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 399  
ELKO, NEVADA 89801-0399

BOOK 156 PAGE 487

as of the date of such advance. Beneficiaries agree that in the event of foreclosure of this All-Inclusive Deed of Trust, Beneficiaries will, at the Trustee's sale, bid an amount representing the amount then due upon the obligation, or obligations secured hereby, less the then actual total balance due upon any obligations secured by the Senior Deed of Trust, plus any advances or other distributions which Beneficiaries, may by law be permitted to include in the bid.

Said Grantors hereby covenant and agree that they will operate the farm premises according to the dictates of good farm management as defined by farm practice in the area in which the farm is located; that they will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and that they will maintain the premises in as good condition as they are now in, reasonable wear and tear excepted. Grantors will take all reasonable and prudent steps to control the rodent population on the premises.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

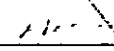
  
\_\_\_\_\_  
DAVID M. SHUEY

  
\_\_\_\_\_  
CHRISTENE K. SHUEY

APPROVED:  
NEVADA-RINGSBY FARMS, INC.

  
BY: \_\_\_\_\_

NEVADA-RINGSBY LAND COMPANY

  
BY: \_\_\_\_\_

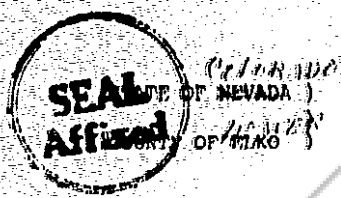
WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 369  
ELKO, NEVADA 89801-0369

BOOK 156 PAGE 488 5.

STATE OF NEVADA, )  
 ) SS.  
COUNTY OF CLATSOP )

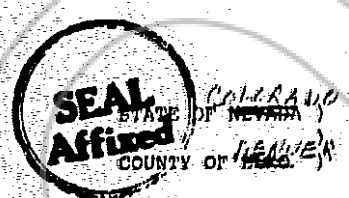
On May 29th, 1987, personally appeared  
me, a Notary Public, DAVID M. SHUEY and CHRISTENE K. SHUEY, his  
wife, who acknowledged that they executed the foregoing instrument.

William M. Morrison  
NOTARY PUBLIC



On May 22, 1987, personally appeared  
me W. J. RINGSBY, who acknowledged to me that  
he is the President of NEVADA-RINGSBY FARMS, INC., and  
that he executed the foregoing instrument.

Marion Hull  
NOTARY PUBLIC  
My Commission Expires August 31, 1988



On May 29, 1987, personally appeared before  
me L. J. HARRIS, who acknowledged to me that  
he is the President of NEVADA-RINGSBY LAND COMPANY, and  
that he executed the foregoing instrument.

Marion Hull  
NOTARY PUBLIC  
My Commission Expires August 31, 1988

RECORDED AT REQUEST OF  
Frontier Title Co  
BOOK 156 PAGE 484

87 JUN 1 P 1:29

OFFICIAL RECORDS  
CLATSOP COUNTY, NEVADA  
K. N. FEDERAL TITLE RECORDERS  
FILE NO. 108158  
Fees 10.00

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P. O. BOX 389  
ELKO, NEVADA 89801-0389

BOOK 156 PAGE 489