

LA 13571-C

108166

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 29<sup>th</sup> day of May, 1987, by and between WILLIAM C. MARSHALL and RACHEL G. MARSHALL, 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, Third Party, hereinafter called the Beneficiary; 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 Beneficiary, NEVADA-RINGSBY FARMS, INC., a Nevada corporation, in the sum of SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$77,500), 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 Beneficiary, which Note is in the words and figures as follows, to-wit:

\_\_\_\_\_

\_\_\_\_\_

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ATTORNEYS AT LAW  
P. O. BOX 389  
ELKO, NEVADA 89801-0889

BOOK 156 PAGE 17 1.

\$77,500.00

Eureka, Nevada, May 29, 1987

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of NEVADA-RINGSBY FARMS, INC., a Nevada corporation, at Elko, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$77,500.00), 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:

\$10,000.00, 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 Deed of Trust and Security Agreement of even date herewith.

\_\_\_\_\_  
WILLIAM C. MARSHALL  
WILLIAM C. MARSHALL

\_\_\_\_\_  
RACHEL G. MARSHALL  
RACHEL G. MARSHALL

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BOOK 156 PAGE 518

2.

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 Beneficiary 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 22: SW $\frac{1}{4}$

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 No. 35012, and a domestic well, 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 one Lockwood Pivot System.

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.

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BOOK 156 PAGE 5193.

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.

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 Beneficiary 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.

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.

William C Marshall  
WILLIAM C. MARSHALL

Rachel G Marshall  
RACHEL G. MARSHALL

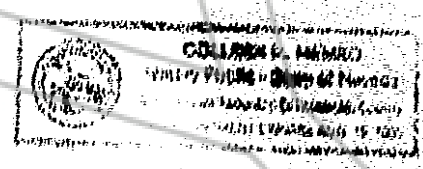
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BOOK 156 PAGE 520.

STATE OF NEVADA, )  
COUNTY OF Elko ) SS.

On March 29, 1987, personally appeared before me, a Notary Public, WILLIAM C. MARSHALL and RACHEL G. MARSHALL, his wife, who acknowledged that they executed the foregoing instrument.

William C. Marshall  
NOTARY PUBLIC



ORIGINAL

RECORDED AT REQUEST OF  
Fractist Title Co.  
BOOK 156 Page 512

87 JUN 1 P 1:30

OFFICIAL RECORDS  
ELKO COUNTY, NEVADA  
M.R. REBEATH RECORDER  
FILE NO. 108166  
Fees 9.00

BOOK 156 PAGE 521

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