

When recorded mail to:  
VALERIE N. STRANDELL, ESQ.  
P. O. Box 2670  
Reno, NV 89505

THIS INSTRUMENT IS PREPARED  
IN DUPLICATE FOR RECORDING  
IN THE TWO COUNTIES IN WHICH  
THE PROPERTY DESCRIBED IS  
SITUATED.

125870

NOTICE OF DEFAULT AND  
ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN: That the law firm of McDONALD, CARANO, WILSON, McCUNE, BERGIN, FRANKOVICH & HICKS, a Partnership, of Reno, Nevada, is the duly substituted Trustee under a Deed of Trust dated October 5, 1981, executed by GARY F. SPROUSE and KATHRYN SPROUSE, his wife, and DONALD C. HATCH and CHERYL J. HATCH, his wife, as Trustor, given to secure certain obligations in favor of FEDERAL LAND BANK OF SACRAMENTO, a corporation, now known as WESTERN FARM CREDIT BANK, as Beneficiary, which was recorded in the Official Records of Eureka County, Nevada, on November 5, 1981, in Book 99, Page 197, Document No. 82398, and in the Official Records of Lander County, Nevada, on November 5, 1981, in Book 205, Page 305, as Document No. 109962, on the following described real property:

PARCEL NO. 6  
(Eureka County, Nevada)

TOWNSHIP 22 North, Range 48 East, MDB&M.

Section 21: Northwest Quarter of the  
Southwest Quarter.

PARCEL NO. 7  
(Lander County, Nevada)

TOWNSHIP 22 North, Range 47 East, MDB&M.

Section 12: South half of the Northwest  
Quarter.

PARCEL NO. 8  
(Lander County)

TOWNSHIP 22 North, Range 48 East, MDB&M.

Section 17: Northwest Quarter of the  
Southeast Quarter.

EXCEPTING THEREFROM the above parcels an undivided one-half interest in and to all petroleum, oil, natural gas or other hydro-carbon substances, and any and all other mineral, minerals, or mineral rights, in, upon, or under said lands owned or possessed by the First Party, together with the right to enter on said land to prospect for, recover and remove the same as reserved in Deed from PETE ETCHEVERRY, a widower, to FILBERT ETCHEVERRY and MICHEL ETCHEVERRY, a Co-Partnership doing business under the firm name and style of EUREKA LIVESTOCK COMPANY, recorded April 30, 1965, in Book 7, of Official Records, at Page 260, Lander County, Nevada.

Containing 866.0 acres, more or less.

McDONALD, CARANO, WILSON, McCUNE,  
BERGIN, FRANKOVICH & HICKS  
ATTORNEYS AT LAW  
RENO, NEVADA 89505-2670

FLB6/18/do

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TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic and stock watering uses, including ditches, laterals, conduits, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used in connection therewith, and all wind machines used on said land, which pumping plants and wind machines are hereby declared to be fixtures; all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way, and appurtenances to said land, and the rents, issues, and profits thereof.

That said obligations secured by said Deed of Trust include a Note for the original sum of \$40,000.00 dated October 5, 1981; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made as follows:

- (1) \$17,293.44 Principal, interest, costs  
and fees as of 12-8-88  
\$ 5,174.15 Default interest as of 12-8-88
- (2) All costs and fees incurred herein;
- (3) Any advancements made herein;
- (4) Any delinquent taxes due and owing.

Contact the Office of VALERIE N. STRANDELL, ESQ., P. O. Box 2670, Reno, Nevada, 89505, (702) 322-0635, upon receipt hereof for exact amount due. The total indebtedness, including delinquencies, is \$54,894.00 as of, but not including, March 3, 1988, with interest thereafter on a portion thereof at variable rates together with costs and fees and any further advancements made.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NRS Section 107.080 permits certain defaults to be cured upon the timely payment of the amounts required by that Section. If said amounts are not cured within thirty-five (35)

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days following the recording and mailing of this Notice of Default and Election to Sell under Deed of Trust, the property may thereafter be sold.

DATED: This 15<sup>th</sup> day of December, 1988.

WESTERN FARM CREDIT BANK, formerly  
known as FEDERAL LAND BANK OF  
SACRAMENTO, a corporation

By: FEDERAL LAND BANK OF ASSOCIATION  
OF UTAH

By: Lamar Barrington  
Lamar Barrington  
Assistant Vice President  
Special Agent

STATE OF Utah  
COUNTY OF Utah : ss.

On this 15<sup>th</sup> day of December, 1988, personally  
appeared before me, a Notary Public, LAMAR BARRINGTON,  
Assistant Vice President of FEDERAL LAND BANK ASSOCIATION OF  
UTAH, the Special Agent for WESTERN FARM CREDIT BANK, formerly  
known as FEDERAL LAND BANK OF SACRAMENTO, who acknowledged that  
he executed the foregoing instrument.

Connie S. Smider  
Notary Public

SEAL  
Affixed

RECORDED AT THE REQUEST OF  
BOOK 192 PAGE 510  
Frontier Title Co.  
88 DEC 29 AM 1:45

OFFICIAL RECORDS  
CLERK, COUNTY OF NEVADA  
H.W. REBATTI, RECORDER  
FILE NO. 115 700

125870

MCDONALD, CARANO, WILSON, McCUNE,  
BERGIN, FRANKOVICH & HICKS  
ATTORNEYS AT LAW  
RENO, NEVADA 89505-2670

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