

ORDER NO. \_\_\_\_\_

ESCROW NO. \_\_\_\_\_

WHEN RECORDED MAIL TO:

MONFORT FINANCE COMPANY INC.  
ATTENTION: Larry Eaton  
Post Office Box G  
Greeley CO 80632-0350

140887

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 15th day of May, 1992 between DANIEL H. RUSSELL and ROBERTA A. RUSSELL, husband and wife address is 2991 B Gold Canal Drive, Rancho Cordova CA 95670 (Number and Street) (City) (State) COW COUNTY TITLE CO., a Nevada Corporation, TRUSTEE, and MONFORT FINANCE COMPANY INC. BENEFICIARY, WITNESSTH: That Trustor grants to Trustee in trust, with power of sale, that property in the unincorporated area, County of EURFKA, State of Nevada described as:

SEE EXHIBIT "A" attached hereto and incorporated herein by reference

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 22,841,495.82 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of Exhibit "A" attached hereto shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B of Exhibit "A" are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF California )  
COUNTY OF Sacramento ) ss.

Signature of Trustor

On May 15, 1992 personally appeared before me, a Notary Public, Daniel H. Russell and Roberta A. Russell

Daniel H. Russell  
DANIEL H. RUSSELL

Roberta A. Russell  
ROBERTA A. RUSSELL

personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged that the executed the above instrument.

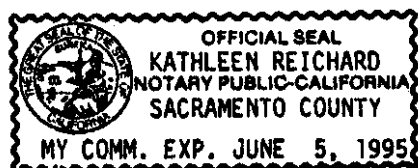


EXHIBIT "A"

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

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in 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; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act 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.
  - (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.
  - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
  - (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.
- Should Trustor fail to make any payment or to 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 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.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.
  - (6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four per cent (4%) of any instalment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  - (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
  - (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  - (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, 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".
  - (5) That as additional security, 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, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. 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, in his 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'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 or notice of default hereunder or invalidate any act done pursuant to such notice.
  - (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.
- Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein after defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
  - (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
  - (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
  - (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
  - (11) That 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 pledgees, 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.
  - (12) That 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.
  - (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.
- The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

\_\_\_\_\_

Please mail Deed of Trust, Note and Reconveyance to \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Sadler Ranch - Parcels One and Two:

PARCEL ONE:

TOWNSHIP 23 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 36: An undivided 1/2 interest in and to Southwest 1/4 Northeast 1/4; Southeast 1/4 Northwest 1/4

TOWNSHIP 24 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 12: East 1/2 Northeast 1/4

Section 13: Northeast 1/4; Southwest 1/4; Northwest 1/4 Southeast 1/4; South 1/2 Southeast 1/4

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

Section 24: All

Section 25: North 1/2; North 1/2 South 1/2

Section 26: East 1/2 Northeast 1/4; West 1/2 Northeast 1/4; Northwest 1/4 Southeast 1/4; East 1/2 Southeast 1/4

TOWNSHIP 24 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 17: Southwest 1/4 Southwest 1/4

Section 18: Lots 3 & 4, East 1/2 Southwest 1/4; West 1/2 Southeast 1/4; Southeast 1/4 Southeast 1/4

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

Section 29: Northwest 1/4; West 1/2 Southeast 1/4; North 1/2 Southwest 1/4; West 1/2 Northeast 1/4; Southeast 1/4 Southeast 1/4

Section 30: Lots 1 & 2, East 1/2 Northwest 1/4; Northeast 1/4; North 1/2 Southeast 1/4

Section 32: North 1/2 Northeast 1/4

TOWNSHIP 25 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 5: Southeast 1/4 Southeast 1/4

EXCEPTING THEREFROM an undivided 1/2 interest in and to all coal, oil, gas and other minerals of every kind and nature whatsoever existing upon, beneath the surface of, or within said lands as reserved in deed from REINHOLD SADLER, et al, recorded February 6, 1976 in Book 53, page 583 of Official Records, Eureka County, Nevada.

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PARCEL TWO:

TOWNSHIP 24 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 13: Southeast 1/4 Northwest 1/4  
Section 25: South 1/2 Southwest 1/4

EXCEPTING THEREFROM all mineral deposits in and under said land, reserved by the United States of America, in Patent recorded January 25, 1979 in Book 68, page 392 of Official records, Eureka County, Nevada.

PARCEL THREE -- Sante Fe Ranch (See Lander County also):

TOWNSHIP 20 NORTH, RANGE 49 EAST, M.D.B. & M.

Section 8: North 1/2 Southeast 1/4  
Section 9: Southwest 1/4  
Section 15: South 1/2 Northwest 1/4; North 1/2 Southwest 1/4;  
Northwest 1/4 Southeast 1/4  
Section 16: Northeast 1/4; Northeast 1/4 Northwest 1/4

TOWNSHIP 21 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 10: Northeast 1/4 Southwest 1/4; Northwest 1/4 Southeast 1/4; South 1/2 Southeast 1/4  
Section 35: Northeast 1/4 Southwest 1/4; Northwest 1/4 Southeast 1/4

TOWNSHIP 22 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 36: Northeast 1/4; North 1/2 Southeast 1/4; Lot 4

TOWNSHIP 22 NORTH, RANGE 49 EAST, M.D.B. & M.

Section 31: Lots 1 and 2

EXCEPTING FROM the West 1/2 of the Northeast 1/4 of Section 36, Township 22 North, Range 48 East, M.D.B. & M., all the oil and gas as reserved in Patent executed by United States of America, recorded February 5, 1962 in Book 26 of Deeds at page 175, Eureka County, Nevada records.

EXCEPTING FROM the South 1/2 of the Northwest 1/4; North 1/2 of the Southwest 1/4; Northwest 1/4 of the Southeast 1/4 of Section 15, the Northeast 1/4 of the Northeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 16, Township 20 North, Range 49 East, M.D.B. & M., all the oil, gas, potash and sodium as reserved in Patent executed by United States of America, recorded December 2, 1965 in Book 9 of Official Records at page 195, Eureka County, Nevada.

FURTHER EXCEPTING from all of the above described lands one-half of all oil, gas or mineral rights of any name or nature as reserved by PIETRINA ETCHEGARAY, et al, in Deed recorded June 20, 1966 in Book 11 of Official Records at page 37, Eureka County, Nevada.

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PARCEL FOUR -- Segura Ranch (See Nye County also):

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 4: Lots 1 and 2; South 1/2 Northeast 1/4; Southeast 1/4

EXCEPTING all oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA.

The Blue Diamond Ranch - Parcels Five, Six, Seven and Eight:

PARCEL FIVE:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: West 1/2

EXCEPTING THEREFROM that portion thereof conveyed to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A UTAH CORPORATION SOLE, in Deed recorded September 7, 1984 in Book 127, page 467 as Document No. 95671, Official Records, which is described as follows:

Commencing at the West 1/4 corner of said Section 20, thence North 0°09'00" East 1767.82 feet along the West line of said Section 20 to Corner No. 1 the true point of beginning; thence continuing North 0°09'00" East 840.25 feet along the West line of said Section 20 to corner No. 2, being on the Southerly Right of Way line of 7th Street; thence South 89°59'48" East 840.95 feet along the said Southerly right of way line of 7th Street to Corner No. 3; thence from a tangent bearing South 70°38'55" West on a curve to the left, with a radius of 1380.00 feet; through a central angle of 51°05'48", for an arc length of 1230.69 feet to Corner No. 1, the point of beginning, now known as Parcel One and Two of the certain Parcel Map recorded June 4, 1984, under Document No. 93464, Eureka County, Nevada records.

Section 29: North 1/2

PARCEL SIX:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: East 1/2

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. KAHLE recorded May 3, 1963 in Book 26 of Deeds at page 426, Eureka County, Nevada records.

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PARCEL SEVEN:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 22: East 1/2  
Section 27: East 1/2

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and JOHN B. BONDS, recorded April 9, 1964 in Book 3 of Official Records at page 555 and December 30, 1964 in Book 6 of Official Records at page 348, Eureka County, Nevada.

PARCEL EIGHT:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 28: All

EXCEPTING THEREFROM all the oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL, recorded December 30, 1964 in Book 6 of Official Records at pages 349 and 350, Eureka County, Nevada records.

PARCEL NINE -- Willow Creek Ranch (See Lander County also):

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 and 2 of the Northwest 1/4

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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 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  $87^{\circ}$  West 43.66 chains to Corner No. 2; thence, North  $2^{\circ}40'$  West 3.44 chains to Corner No. 3; thence, North  $73^{\circ}35'$  East 22.53 chains to Corner No. 4; thence, South  $63^{\circ}30'$  East 10.92 chains to Corner No. 5; thence, South  $84^{\circ}24'$  East 21.41 chains to Corner No. 6; thence, South  $0^{\circ}4'$  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  $87^{\circ}$  East 50 links distant; thence North  $87^{\circ}$  West 27.75 chains to Corner No. 8; thence North  $39^{\circ}12'$  East 12.76 chains to Corner No. 9; thence North  $39^{\circ}29'$  West 16.96 chains to Corner No. 10; thence North  $47^{\circ}$  East 4.48 chains to Corner No. 11; thence South  $33^{\circ}44'$  East 4.99 chains to Corner No. 12; thence South  $48^{\circ}30'$  East 30.75 chains to Corner No. 13; thence North  $73^{\circ}35'$  East 1.24 chains to Corner No. 14; thence South  $2^{\circ}40'$  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.

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

Sections 7 and 8: Homestead Entry No. 98 embracing portions of said Sections 7 and 8 is 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  $82^{\circ}35'$  East 57.53 chains distant; thence South  $73^{\circ}52'$  West 17.72 chains to Corner No. 2; thence North  $76^{\circ}18'$  West 27.40 chains to Corner No. 3; thence South  $66^{\circ}29'$  West 3.30 chains to Corner No. 4; thence North  $76^{\circ}43'$  West 30.88 chains to Corner No. 5; thence North  $56^{\circ}9'$  East 5.40 chains to Corner No. 6; thence South  $79^{\circ}52'$  East 55.00 chains to Corner No. 7; thence North  $76^{\circ}59'$  East 15.21 chains to Corner No. 8; thence South  $37^{\circ}41'$  East 5.41 chains to Corner No. 1, the place of beginning; containing 35.65 acres, according to the official plat of 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

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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

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

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Section 23: Northeast 1/4 Southeast 1/4 Northeast 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 existing within a portion of Section 27 and  
Section 34, known as Homestead Entry No. 86 and is described as follows:

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, 1916 and recorded in Book 18 of Deeds at page 195,  
Eureka County, Nevada records.

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

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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.

EXCEPTING FROM 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.

The above interest in minerals by mesne of conveyances is in favor of DANIEL H. RUSSELL by those certain deeds recorded:

Recording date	Book	Page	Document No.	County
4-01-88	609	407	248663	Elko
4-01-88	125	420	250971	White Pine
4-01-88	175	121	117501	Eureka
4-01-88	309	18		Lander
4-01-88			206511	Nye

The Knight Ranch - Parcels Ten and Eleven

PARCEL TEN:

TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 1: SE1/4 of the NE1/4; W1/2 of the SW1/4; E1/2 of the SE1/4  
 Section 11: NE1/4 of the NE1/4  
 Section 12: E1/2 of the NE1/4; NE1/4 of the SE1/4

TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 6: Lots 3, 4, 5, 6 and 7; SE1/4 of the NW1/4; E1/2 of the SW1/4  
 Section 7: Lots 1, 2, 3 and 4  
 Section 18: Lots 1, 2, 3 and 4

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 30: S1/2 of the NE1/4; Lot 4; E1/2 of the SW1/4; N1/2 of the SE1/4  
 Section 31: Lot 1

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PARCEL ELEVEN:

TOWNSHIP 27 NORTH, RANGE 51 EAST, M.D.B. & M.

- Section 30: Lots 9 and 10; SW1/4 of the SE1/4 of the SE1/4 of the NW1/4; E1/2 of the SE1/4 of the SE1/4 of the NW1/4  
Section 31: N1/2 of the NW1/4 of the NE1/4 of the NW1/4; SW1/4 of the NW1/4 of the NE1/4 of the NW1/4

EXCEPTING THEREFROM all oil and gas as reserved in Patent executed by United State of America to Liberty Livestock recorded December 6, 1972 in Book 44, page 180 of Official Records, Eureka County, Nevada and FURTHER EXCEPTING a right of way thereon for ditches and canals constructed by the United States.

PARCEL TWELVE -- The Held Ranch (See White Pine County also):

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B. & M.

- Section 2: SW1/4 of the SW1/4  
Section 3: S1/2 of the SE1/4; SE1/4 of the SW1/4

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B. & M.

- Section 3: Lot 5 (SW1/4 of the NW1/4)  
Section 4: S1/2 of the NE1/4  
Section 5: W1/2 of the SW1/4  
Section 9: S1/2 of the NE1/4; SE1/4 of the NW1/4; NE1/4 of the SW1/4  
Section 10: SE1/4 of the NW1/4; Lot 2 (SW1/4 of the NW1/4)  
Section 15: W1/2 of the SW1/4  
Section 16: E1/2 of the SE1/4  
Section 17: S1/2 of the SE1/4; SE1/4 of the SW1/4  
Section 20: NW1/4 of the NE1/4; NE1/4 of the NW1/4  
Section 21: S1/2 of the NE1/4; N1/2 of the NW1/4; SE1/4 of the NW1/4; N1/2 of the SE1/4; SE1/4 of the SE1/4  
Section 22: S1/2 of the NE1/4; NW1/4 of the NW1/4; SE1/4 of the NW1/4  
Section 23: SW1/4 of the NE1/4  
Section 24: NW1/4 of the SW1/4  
Section 25: NW1/4 of the NE1/4; N1/2 of the NW1/4; N1/2 of the SW1/4; SE1/4 of the SW1/4  
Section 26: S1/2 of the NE1/4; N1/2 of the SE1/4; N1/2 of the SW1/4  
Section 27: SW1/4 of the NE1/4; NW1/4 of the NW1/4; SE1/4 of the NW1/4; NE1/4 of the SE1/4  
Section 28: NE1/4 of the NE1/4; S1/2 of the NW1/4; NW1/4 of the SE1/4; SE1/4 of the SE1/4; NE1/4 of the SW1/4; SW1/4 of the SW1/4  
Section 29: SE1/4 of the SE1/4  
Section 34: SW1/4 of the NE1/4; NW1/4 of the NW1/4; SE1/4 of the NW1/4

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TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 23: N1/2 of the SE1/4; N1/2 of the SW1/4  
Section 34: S1/2 of the SE1/4  
Section 35: N1/2 of the SE1/4; S1/2 of the SW1/4

EXCEPTING an undivided fifty percent interest in and to all gas, oil and mineral rights lying in and under said land, as reserved by Maria Teresa LaBarry, et al, in deed recorded January 5, 1973 in Book 362, page 241, Real Estate Records, White Pine County, and in Book 44, page 222, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Section 23, Township 21 North, Range 54 East, M.D.B. & M., all gas, oil, and mineral rights lying in and under said land as reserved by Bill Harris and Rosalyn Harris, in deed recorded March 22, 1976, in Book 54, page 208 of Official Records, Eureka County, Nevada.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Cow County*  
92 MAY 28 10:32

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 140887 FEE \$16<sup>00</sup>

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