

158498

WHEN RECORDED MAIL TO:

JOHN LUBITZ  
370 17TH STREET, SUITE 4400  
DENVER, CO 80202

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, THE TRAVELERS INSURANCE COMPANY a Connecticut corporation ("Assignor"), hereby absolutely grants, assigns, transfers and quitclaims to MONFORT FINANCE COMPANY, INC. ("Assignee"), all of Assignor's right, title and interest in, to, under and concerning the following:

(1)

That certain Deed of Trust dated December 12, 1972 executed by DIAMOND LAND and CATTLE, a Partnership consisting of THOMAS H. GALLAGHER and DOROTHY S. GALLAGHER, his wife, CHARLES H. DAMELE JR. and PATRICIA S. DAMELE, his wife, R. D. DAMELE and ARLENE W. DAMELE, his wife, G. W. GARRETT and CHRISTINE F. GARRETT, his wife, and in favor of THE TRAVELERS INSURANCE COMPANY, and recorded on January 29, 1973, as Instrument Number 57027, at Book 44, Page 382 in the Official Records in the Office of the Recorder of Eureka County, State of Nevada; assumed by JAMES MINOR and JESSIE F. MINOR by that certain Memorandum of Modification and Assumption Agreement, recorded on April 6, 1984, as Instrument Number 93041, at Book 122, Page 148 in the Official Records of Eureka County, State of Nevada; and assumed by DANIEL H. RUSSELL and ROBERTA A. RUSSELL by that certain Assumption Agreement, recorded on June 4, 1986, as Instrument Number 102924, at Book 144, Page 596 in the Official Records of Eureka County, State of Nevada.

This Assignment is made without representation or warranty by, or recourse to, Assignor, except as specifically and expressly set forth in the Loan Purchase Agreement between Assignor and Assignee dated as of January 29, 1995 (the "Agreement").

Dated: July 13, 1995

THE TRAVELERS INSURANCE COMPANY, a  
Connecticut corporation

By: David E. Quinlan  
Its: Vice President

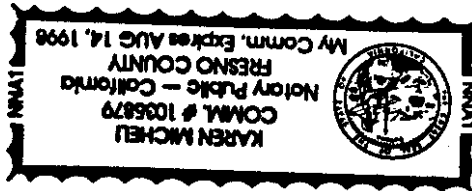
BOOK 285 PAGE 38

STATE OF CALIFORNIA )  
) ss. Fresno )  
COUNTY OF FRESNO )

On this 13 day of July, 1995, before me personally appeared DAVID E. DUNLAP, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen Michelle  
SIGNATURE OF NOTARY



BOOK 285 PAGE 39

DESCRIPTION

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, particularly described as follows, to wit:

PARCEL I

TOWNSHIP 23 1/2 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 1: Lot 3

TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 9: N 1/2 NW 1/4; SE 1/4 NW 1/4; SW 1/4 NE 1/4

Section 10: SE 1/4 SW 1/4; SW 1/4 SE 1/4

Section 12: SW 1/4 SE 1/4; NE 1/4 SE 1/4

Section 13: NE 1/4 NW 1/4; SW 1/4 NW 1/4

Section 14: SE 1/4 SE 1/4

Section 15: N 1/2 NW 1/4

Section 23: NE 1/4 NE 1/4; SW 1/4 NE 1/4; W 1/4 SE 1/4

Section 26: W 1/4 E 1/4; NE 1/4 NW 1/4

Section 35: E 1/4 W 1/4

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: Lot 3, SE 1/4 NW 1/4

Section 7: Lot 2,

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 24: SE 1/4 NW 1/4; NW 1/4 SW 1/4

Section 25: S 1/2 SW 1/4; SE 1/4

Section 28: W 1/2 NE 1/4; SE 1/4 NW 1/4; S 1/2 SW 1/4

Section 32: SE 1/4 NE 1/4

Section 33: NW 1/4 NW 1/4

Section 35: E 1/2 NE 1/4; SW 1/4 NE 1/4; E 1/2 SW 1/4; SE 1/4

Section 36: NW 1/4 NE 1/4; NW 1/4; NW 1/4 SW 1/4

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

Section 1: SE 1/4 NE 1/4; W 1/2 SW 1/4; E 1/2 SE 1/4

Section 11: NE 1/4 NE 1/4

Section 12: E 1/2 NE 1/4; NE 1/4 SE 1/4

Section 24: E 1/2 SE 1/4

Page 1 of 4

BOOK 285 PAGE 40

BOOK 44 PAGE 383



Handwritten notes and signatures, including 'PLEASE INITIAL' and 'C.W.D.'.

TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 6: Lots 3, 4, 5, 6 and 7; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 7: E $\frac{1}{2}$ NW $\frac{1}{4}$ .  
Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
Section 30: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$ ; Lots 2 and 3.

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

Section 6: Lots 3, 4, 5, 6 and 7: SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 7: Lots 1, 2, 3 and 4.  
Section 18: Lots 1, 2, 3 and 4.  
Section 19: Lots 1, 2, 3 and 4.  
Section 30: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 31: NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ W $\frac{1}{4}$ ; Lot 4; SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

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

Section 30: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ .  
Section 31: Lot 1.

PARCEL NO. II

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 20: W $\frac{1}{2}$ SW $\frac{1}{4}$ .  
Section 30: N $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ).

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 32: NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

EXCEPTING, THEREFROM, all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in said tract, including all gas, coal, oil and oil shales as reserved in Deeds conveying above parcels to TESSIE DAMELE, et al., executed by RUBY LAND CORPORATION, as recorded August 24, 1951 in Book 24 of Deeds at page 157; by HOMER D. TUTTLE and GLENDORA TUTTLE, as recorded August 22, 1951 in Book 24 of Deeds at page 158; and by FRANK D. CARROLL and NINA J. CARROLL, as recorded August 24, 1951 in Book 24 of Deeds at page 161, all Eureka County, Nevada, Records

PARCEL NO. III

TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 14: SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ .  
Section 22: NE $\frac{1}{4}$ .  
Section 23: NW $\frac{1}{4}$ .

*Handwritten notes:*  
G.M.D.  
G.D.  
R.D.  
M.D.  
A.H.



EXCEPTING, THEREFROM, a one-fourth interest in all minerals, as reserved in Deed dated October 20, 1960, executed by JEAN SALLABERRY, et al, to CHARLES DAMELE, et al, recorded October 26, 1960 in Book 25 of Deeds at page 467, Eureka County, Nevada, Records.

PARCEL IV

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

Section 20: W<sub>2</sub>.  
Section 29: N<sub>2</sub>.

PARCEL V

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

Section 20: E<sub>2</sub>.

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

PARCEL VI

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

Section 22: E<sub>2</sub>  
Section 27: E<sub>2</sub>

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, Records.

PARCEL VII

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

Section 28: A11

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

BOOK 285 PAGE 0 4 2

BOOK 44 PAGE 385

*Handwritten notes:*  
C.D. Road  
C.D. Road  
C.D. Road  
C.D. Road  
C.D. Road  
C.D. Road

*Handwritten notes:*  
M  
North  
Vind



PARCEL VIII

TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 1: SE&SE&SE&NE&E; E&E&NE&SE&E;  
Section 28: SE&NE&E&NW&E

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

Section 30: SW&SW&NE&NE&NW&E; W&SE&E&NW&E;  
SW&SE&SE&SE&NW&E; W&SW&NW&SE&E;  
Section 31: NW&SW&NE&NE&E; W&SW&SW&NE&E

EXCEPTING, THEREFROM, all oil and gas as reserved in patent executed by UNITED STATES OF AMERICA to LIBERTY LIVESTOCK recorded August 29, 1972 in Book 43 of Official Records at page 46, Eureka County, Nevada.

FURTHER EXCEPTING from PARCELS I, II and III one-half of all minerals, oil or gas owned by CHARLES J. DAMELE, et al as reserved in Deed to LIBERTY LIVESTOCK recorded January 20, 1972 in Book 41 of Official Records at page 318, Eureka County, Nevada.

PARCEL IX

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

Section 30: Lots 9 & 10; SW&SE&SE&SE&NW&E; E&SE&SE&SE&NW&E;  
Section 31: NE&NW&NE&NE&NW&E; SW&NW&NE&NE&NW&E

Page 4 of 4

PLEASE INITIAL

*[Handwritten signature]*  
C.D.D.  
C.D.D.  
C.D.D.  
C.D.D.

BOOK 285 PAGE 043

44 PAGE BOOK 386



BOOK 285 PAGE 38  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF

95 AUG 21 PM 1:24

ELREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO.

FEES \$13.00

158498

BOOK PAGE 44 387

Upon default in the payment of any part of the indebtedness secured hereby, whether principal or interest, or if default be made in any conditions, stipulation or covenant in this mortgage, then the Company shall have the same rights with respect to such Federal range and the authorized improvements thereon as are provided herein with respect to the land described above. Upon foreclosure and sale of the land described above, title to the improvements on the Federal range, together with mortgagor's right to be paid the reasonable value thereof shall pass free of all encumbrances to the purchaser at such sale, and the Company is hereby authorized to then execute, in behalf of mortgagor, a bill of sale for such improvements and a waiver of mortgagor's right to be paid the reasonable value thereof.

*[Handwritten signatures and initials]*  
C.O.D.  
C.O.D.  
R.D.D.  
M.L.L.  
(b)

PLEASE INITIAL

The mortgagor shall keep all such permits in full force and effect by paying all sums due thereunder, complying with all the terms and conditions thereof and laws, rules and regulations applicable thereto, and apply for all renewals and extensions thereof until the note secured hereby is paid. In default thereof, the Company may, at its option, declare the entire balance of the mortgage debt immediately due and payable and foreclose this mortgage and any collateral assignments or leases or may remedy any such default and pay any sums due on account of said permits and all such sums shall immediately be due and payable and shall, with interest at the rate of ~~eight~~ percentum per annum from date of payment until repaid by mortgagor, be secured hereby.

Ten (10)  
*[Handwritten signatures and initials]*  
C.O.D.  
C.O.D.  
R.D.D.  
M.L.L.  
(a)

PLEASE INITIAL

It is the intent of the mortgagor and the Company that said ranch unit shall constitute the security for the note described above and in order to include said Federal range and the improvements thereon as a part of the security, mortgagor hereby agrees with the Company, with respect to said Federal range and the improvements thereon, as follows:

In addition, to the lands described above as ~~xxxxxxx~~ acres of State lands leased from the State of ~~xxxxxxx~~, which lease ~~xxxxxxx~~ the mortgagor holds (Indicate Class ~~xxxxxxx~~ for the mortgage held by mortgagor) permit from the United States under the Taylor Grazing Act on 250,000 acres of Federal range.

Federal Range Lands and Improvements Thereon