

169741

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of February, 1998,

by and between NEVADA FEED AND CATTLE COMPANY, a Nevada Corporation, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a

Nevada Corporation, as Trustee, and JERRY MACHACEK and TRINA

MACHACEK, Trustees of the JERRY L. AND TRINA L. MACHACEK REVOCABLE

LIVING TRUST, U/A/D June 18, 1997, as Beneficiaries;

W I T N E S S E T H :

That the said Trustor hereby grants, bargains, sells, conveys

and confirms unto the said Trustee, and to its successors and

assigns, with power to sell, the following described real property

situate in the County of Eureka, State of Nevada, more particularly

described as follows:

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 36: SE 1/4

EXCEPTING THEREFROM fifty percent (50%) of all gas, oil, and mineral rights lying in and under said land as reserved by MARIA TERESA LABARRRY, et al, in Deed recorded January 5, 1973, in Book 44, Page 222, Official Records, Eureka County, Nevada.

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section 36: Lot 1; SW 1/4

EXCEPTING FROM Lot 1 and SW 1/4 of said Section 36, all oil and gas lying in and under said land as reserved by the United States of America, in Patent recorded November 26, 1963, in Book 2, Page 8, Official Records, Eureka County, Nevada.

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ROSS P. EARDLEY
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469 DAHO STREET
ELKO, NEVADA 89801

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BOOK 318 PAGE 053

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Section 36: Lots, 2, 3, 4; N $\frac{1}{2}$ N $\frac{1}{2}$

EXCEPTING THEREFROM all that portion of said land conveyed to JERRY LAVARNE MACHACEK and TRINA LYNN MACHACEK, by Deed recorded September 28, 1981, in Book 98, Page 147, Official Records, Eureka County, Nevada, more particularly described as follows:

Section 36: Beginning at the NW $\frac{1}{4}$ corner thereof, THENCE South 0°10'24" West 659.94 feet; THENCE North 45°05'22" East, 934.75 feet to the North section line boundary; THENCE West 660.00 feet to the point of beginning.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all water, water rights, dams, ditches, canals, pipelines, headgates, diversions, reservoirs, springs, wells, pumps, pumping stations, rights of way, easements and all other means for the diversion or use of water appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stock watering, domestic or any other use, or drainage of all or any part of said lands, including vested water rights, permitted water rights, decreed water rights and certificated water rights arising under the laws of the State of Nevada, together with all certificates of appropriation, applications, proofs, permits and maps relating to such water and water rights which are appurtenant to any or all of the above described property or any part thereof, or used or enjoyed in connection therewith, including, but not limited to, the following permits:

Well Permit Numbers: 18621, 18622, 22511, 44621
Creek Permit Numbers: 26706 Minioletti Creek

26707 Preston Creek
26708 Cottonwood Creek
26558 Hildebrand Creek
16659 Torre Creek

TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its suc-
 cessors and assigns, upon the trusts, covenants and agreements herein
 expressed and as security for the payment of a certain Promissory Note
 of even date herewith, for the principal sum of \$390,000.00, bearing
 interest as set forth in said Note at the rate of 8.5% per annum, said
 principal sum and interest being payable in monthly and annual
 installments, as more specifically set forth in said Note; said Note
 being executed by the Trustor herein to the said Beneficiaries and
 payable in care of Stewart Title of Northeastern Nevada, Installment
 Collection Department, Elko, Nevada, or wherever else said Benefici-
 aries in writing designate. Said Note is hereby referred to and
 incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment
 of any and all monies which the Beneficiaries and Trustee, or either
 of them, may or shall hereafter loan or advance to the Trustor, or
 advance for its account, even though the said loan or advance may be
 secured by other mortgage or Deed of Trust and as security for the
 payment of all other monies that may become due from the Trustor from
 any cause whatsoever, including the payment of all other monies
 hereby agreed or provided to be paid by the Trustor, or which may be
 paid out, or advanced, by the Trustee, or by the Beneficiaries, under
 the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and
 keep the property herein described, including any fences, buildings
 and other improvements thereon, in at least as good a condition of
 repair and maintenance as the same now are, subject to normal wear

and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof.

Trustor shall water and keep in good condition all cultivated land and shall properly irrigate all irrigable land, utilize all water rights, and put the same to beneficial use, and pay all fees in

connection with the preservation of water rights, all to the end that the premises and property shall be properly kept and maintained and in no way diminished during the term of this Deed of Trust and that no water rights or privileges shall be lost by abandonment, non-use or otherwise, due to the default, failure or act of Trustor. The Trustor may make such alterations or improvements as it may desire on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that it will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ 57,000.00), 3, 4(8.5%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any 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 hereunder, operate as a waiver of such other security now held or hereafter acquired.

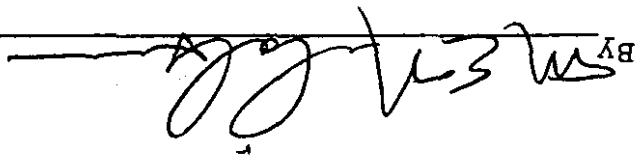
8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judi-

cially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

10. The Trustor, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable. IN WITNESS WHEREOF, the said Trustor has executed these presents the day and year first above written.

NEVADA FEED AND CATTLE COMPANY
A Nevada Corporation

BY 

STATE OF California)
COUNTY OF Riverside) SS.

This instrument was acknowledged before me on 1-22

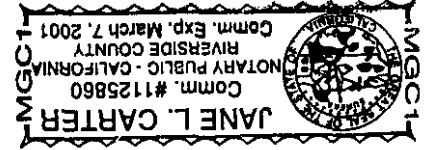
Michael E. Nicholson as President

1998, by _____

of NEVADA FEED AND CATTLE COMPANY, a Nevada Corporation.

NOTARY PUBLIC

Jane L. Carter



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BOOK 318 PAGE 53

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF

98 FEB -6 PM 2:45

CLERK COUNTY NEVADA
M.M. NEALE ATT. RECORDER
FILE NO. FEES \$3.00

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BOOK 318 PAGE 59