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Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 22 Fee: \$35.00

Recorded By FS RPTT: \$0.00

Book- 0521 Page- 0168



0218604

RETURN AFTER RECORDING TO:

American Farm Mortgage Company, Inc.
8901 Greenway Commons Place, Suite 200
Louisville, Kentucky 40220

NOTICE: THIS DEED OF TRUST SECURES A PROMISSORY NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE.

DEED OF TRUST

THIS DEED OF TRUST (hereafter "Deed of Trust"), is made and entered into and dated on this the 15th day of September, 2011, by and between **DANIEL S. VENTURACCI AKA DANIEL STEVEN VENTURACCI AKA DANIEL VENTURACCI**, a single person, whose address is 445 Venturacci Lane, Fallon, Nevada 89406-5721 (hereafter "Trustor"), **STEWART TITLE OF NEVADA HOLDINGS, INC.**, a corporation of the State of Nevada, having an office at 810 Idaho Street, Elko, Nevada 89801 (hereafter "Trustee"), and **AMERICAN FARM MORTGAGE COMPANY, INC.**, a corporation of the State of Tennessee, having its principal office located at 8901 Greenway Commons Place, Suite 200, Louisville, Kentucky 40220, its successors and assigns (hereafter "Beneficiary").

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** as evidenced by Trustor's Promissory Note (hereafter the "Note") of even date herewith with interest thereon at the rate provided for therein, payable to the order of Beneficiary on or before April 1, 2041, which is the final maturity date thereof (the "Maturity Date"); and

WHEREAS, Trustor, in connection with the Note, also executed and delivered to Beneficiary, inter alia, a Security Agreement, Loan Agreement, Borrower Affidavit and Compliance Agreement (such agreements along with this Deed of Trust and the Note are sometimes referred to together as the "Loan Documents"); and

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WHEREAS, Trustor desires to provide the security contemplated hereby as collateral for payment and performance of all of Trustor's obligations to Beneficiary arising under the Note and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises and to secure the payment of the principal of and interest on the Note according to the terms thereof and the faithful performance of all of the covenants, stipulations, and agreements set out herein and in the Note and in the other Loan Documents, Trustor does hereby, grant, bargain, sell, convey, mortgage, assign and pledge to Trustee, its successors and assigns, irrevocably and forever in trust, with an **IRREVOCABLE POWER OF SALE** and with covenant of general warranty, for the benefit of Beneficiary, the real property, and the rents, issues, and profits therefrom, situated and located in **EUREKA COUNTY, NEVADA**, as described on Exhibit "A" attached hereto (hereafter the "Real Estate");

TOGETHER WITH all buildings, improvements, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income and proceeds therefrom, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced, which are used or enjoyed with the Real Estate or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights of every kind and nature, including but not limited to any and all water and water rights received from or distributed by the State of Nevada Division of Water Resources Certificate numbers 4116, 4117, 340, 1147, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, and 1893 and vested water right numbers 01111, 01114, 01115, 01319, 01596, 02845, 02846 and 02847, now owned or hereafter acquired by Trustor, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the Real Estate, all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the Real Estate under the power of eminent domain or for any damage to the Real Estate and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the Real Estate and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the Real Estate. Trustor does hereby covenant and agree that Trustor will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Beneficiary, which such consent shall not be unreasonably withheld;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the Real Estate and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Real Estate and/or the improvements located thereon or the indebtedness secured thereby;



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TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the Real Estate, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

ALL OF WHICH Real Estate and the rights and interests in the preceding paragraphs described (hereafter collectively referred to as the "Deeded Property") shall be deemed to constitute a portion of the security hereby given for the payment of the indebtedness and the performance of the obligations evidenced and secured hereby.

PROVIDED, HOWEVER, that if Trustor shall pay the Note according to the terms thereof and perform all of the covenants, conditions, stipulations and agreements set out in the same or herein contained, then this Deed of Trust shall be void, and Beneficiary shall, at Trustor's cost and request, instruct Trustee to reconvey the Deeded Property to Trustor without warranty.

Trustor warrants that Trustor has good and marketable title to the Deeded Property and has the full right and power to grant, convey and encumber the estate hereby conveyed and that the Deeded Property is free and clear of all liens, encumbrances and charges whatsoever except for those exceptions identified in the title insurance policy insuring the lien of this Deed of Trust and approved by Beneficiary.

TRUSTOR COVENANTS AND AGREES TO THE FOLLOWING CONDITIONS:

A. Hazard Insurance Coverage.

Trustor will insure the improvements now situated or hereafter erected on the Deeded Property at Trustor's expense against such risks, in such amounts and with such insurers as Beneficiary may request. Such policies of insurance shall contain waiver of subrogation clauses, shall name Beneficiary as an insured mortgagee and loss payee pursuant to a standard lender's endorsement, and shall provide that such policies may not be cancelled, not renewed, or modified except upon at least thirty (30) days prior written notice from the insurer to Beneficiary, and otherwise shall be on terms satisfactory to Beneficiary. Trustor shall promptly deliver the original or certificates of all such insurance policies to Beneficiary and shall also cause to be delivered to Beneficiary all renewals thereof. Trustor shall also deliver to Beneficiary at least ten (10) days prior to the respective due dates, renewal dates, or expiration dates of such policies, proof of advance payment of all premiums therefor. If Trustor fails to obtain such insurance, Beneficiary shall have the absolute right (but not obligation) to obtain same at Trustor's expense, and Trustor shall reimburse Beneficiary therefor, with interest thereon at the rate of interest in effect pursuant to the Note and any subsequent Note by and between the parties then outstanding, immediately upon Beneficiary's demand and all such amounts advanced, together with interest thereon, will be secured hereby.



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Trustor hereby assigns to Beneficiary all rights to receive proceeds of all insurance which is or may be required pursuant to this Section (A), not exceeding the unpaid balance of all obligations of Trustor to Beneficiary, and authorizes Beneficiary as the agent of Trustor and its attorney in fact to obtain such proceeds and to endorse and negotiate any draft for such proceeds in Trustor's name or otherwise. In the event of damage or destruction of any of the Deeded Property covered by such insurance, any proceeds from such insurance shall upon request of Beneficiary be paid to Beneficiary, and, at the option of Beneficiary, be applied either to reduce the Note, or endorsed to Trustor and disbursed from time to time by Beneficiary at Trustor's written request but only for the repair and/or replacement of such damages or destroyed property. While such insurance proceeds are in the possession of Beneficiary, Beneficiary shall have and hereby is granted by Trustor a first prior security interest in such proceeds and cash and in all the repaired and replaced property, and Trustor shall execute all such instruments and take such further action in connection therewith as Beneficiary shall require.

B. Payments Protecting Against Liens.

All taxes and legal assessments, water rates, and other charges, fines, and/or impositions pertaining to the Deeded Property shall be promptly paid by Trustor and, upon request, the receipts therefor exhibited to Beneficiary.

C. Failure to Protect.

In the event Trustor shall fail to keep said hazard insurance in force or to pay said taxes, legal assessments, water rates or other charges, fines, or impositions pertaining to the Deeded Property, Beneficiary may effect said insurance or pay said taxes, legal assessments, water rates, or other charges, fines, or impositions. Any sum so expended by Beneficiary, including reasonable costs of recovery and attorneys' fees, will be repaid by Trustor upon demand with interest thereon at the default rate specified in the Note, and said sums and the interest thereon shall be deemed a part of the debt secured hereby and included herein.

D. Condemnation/Enforcement of Lien.

In the event any proceeding shall be instituted to condemn the Deeded Property, or any part thereof, and take the same for public use under the power of eminent domain, or to enforce any lien upon or interest in the Deeded Property, Beneficiary may, without notice, at its option, declare the entire unpaid balance of the Note immediately due and payable and proceed to enforce the collection of the same and all charges, reasonable attorney fees and costs permitted by law, and the lien of this Deed of Trust. Trustor hereby waives all rights of valuation and appraisal laws.

E. Environmental Protection

Trustor represents and warrants that no Hazardous Materials exist on, under or about the Deeded Property or, to the best of Trustor's knowledge after diligent inquiry, have been transported to



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or from the Deeded Property or used, generated, manufactured, stored or disposed of on, under or about the Deeded Property, and the Deeded Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or the environmental conditions on, under or about the Deeded Property, including, without limitation, soil and groundwater conditions. Hazardous Materials shall include: (i) oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which pose a hazard to the Deeded Property or to persons on or about the Deeded Property, cause the Deeded Property to be in violation of any local, state or federal law or regulation, or are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to: (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; (B) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; (C) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and (D) regulations adopted and publications promulgated pursuant to the aforesaid laws; (ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; and (iii) any other chemical, material or substance which is prohibited by any governmental authority or any other chemical, material or substance that if improperly used could pose a hazard to the health and safety of the occupants of the Deeded Property or the owners and/or occupants of property adjacent to or surrounding the Deeded Property.

Trustor shall, at Trustor's sole cost and expense, prevent the imposition of any lien against the Deeded Property for the cleanup of any Hazardous Material, and shall comply and cause (i) all tenants under any lease or occupancy agreement affecting any portion of the Deeded Property, and (ii) any other person or entity on or occupying the Deeded Property, to comply with all federal, state and local laws, regulations, rules, ordinances and policies concerning the environment, health and safety and relating to the use, handling, production, disposal, discharge and storage of Hazardous Materials in, on or about the Deeded Property. Without limiting the generality of the foregoing, Trustor represents, covenants and agrees that the Deeded Property does not and will not contain any Hazardous Materials.

Trustor shall promptly take any and all necessary remedial action in response to the presence, storage, use, disposal, transportation or discharge of any Hazardous Materials on, under or about the Deeded Property; provided, however that Trustor shall not, without Beneficiary's prior written consent, take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Deeded Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims, proceedings, lawsuits or actions, completed or threatened pursuant to any Hazardous Materials laws or in connection with any third party, if such remedial action, settlement, consent or compromise might, in Beneficiary's sole determination, impair the value of Beneficiary's security for the Note; Beneficiary's prior consent shall not, however, be necessary in the event that the presence of Hazardous Materials on, under, or about the Deeded Property either (i) poses an immediate threat to the health, safety or welfare of any individual, or (ii) is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Beneficiary's consent



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prior to undertaking such action. In the event Trustor undertakes any remedial action with respect to any Hazardous Materials on, under or about the Deeded Property, Trustor shall immediately notify Beneficiary of any such remedial action, and shall conduct and complete such remedial action (A) in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies, (B) to the satisfaction of Beneficiary, and (C) in accordance with the orders and directives of all federal, state and local government authorities.

Trustor shall protect, indemnify and hold Beneficiary, its directors, officers, employees and agents, and any successors to Beneficiary's interest in the Deeded Property, and any other person or entity who acquires any portion of the Deeded Property at a foreclosure sale, by the receipt of a deed in lieu of foreclosure, or otherwise through the exercise of Beneficiary's rights and remedies under the Note, and any successors to any such other person or entity, and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, attorney fees and costs and expenses of investigation) which arise out of or relate in any way to any use, handling, production, transportation, disposal or storage of any Hazardous Materials in, on or about the Deeded Property whether by Trustor or any tenant or any other person or entity, including, without limitation: (i) all foreseeable and all unforeseeable consequential damages directly or indirectly arising out of (A) the use, generation, storage, discharge or disposal of Hazardous Materials by Trustor, any prior owner or operator of the Deeded Property, or any person or entity on or about the Deeded Property, or (B) any residual contamination affecting any natural resource or the environment, and (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Deeded Property and the preparation of any closure or other-required plans (all such costs, damages, and expenses referred to in this paragraph are hereafter referred to as "Expenses"). In addition, Trustor agrees that in the event any Hazardous Material is caused to be removed from the Deeded Property by Trustor, Beneficiary, or any other person or entity, the number assigned by the Environmental Protection Agency to such Hazardous Material shall be solely in the name of Trustor and Trustor shall assume any and all liability for such removed Hazardous Material. In the event Beneficiary pays any Expenses, such Expenses shall be additional indebtedness secured by this Deed of Trust and shall become immediately due and payable without notice and with interest thereon at the default rate specified in the Note.

Trustor shall pay or reimburse Beneficiary for any and all loss, cost, damage and expense (including, without limitation, attorney fees and costs incurred in the investigation, defense and settlement of claims) that Beneficiary may incur as a result of or in connection with the assertion against Beneficiary of any claims relating to the presence or removal of any Hazardous Material, or compliance with any federal, state or local laws, rules, regulations or order relating thereto.

F. Assignment of Rents, Issues and Profits/Appointment of Receiver.

Trustor hereby absolutely and unconditionally assigns to Beneficiary all of Trustor's right, title and interest in and to all current and future rents, issues, profits, leases and licenses from or with respect to the Deeded Property (collectively, "Rents"); it being intended by Trustor that this assignment

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constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section, Beneficiary hereby grants to Trustor a revocable license to collect and receive the Rents in trust for Beneficiary and to apply the Rents to discharge all current sums due on the indebtedness secured hereby. So long as no default hereunder has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Trustor from and clear of, and released from, Beneficiary's rights with respect to Rents under this Deed of Trust. From and after the occurrence of a default, and without the necessity of notice or prior demand or Trustee's or Beneficiary's entering upon and taking and maintaining control of the Deeded Property (whether directly or through a receiver), Trustor's license to collect the Rents shall terminate automatically and Beneficiary shall be entitled to the Rents as they become due and payable. At any time on or after Beneficiary's demand for the Rents, Beneficiary may give, and Trustor hereby irrevocably authorizes Beneficiary to give, notice to all interested parties instructing them to pay all Rents to Beneficiary, and Trustor agrees that no party receiving such notice shall be obligated to inquire further as to Beneficiary's right to receive the Rents or to pay to Trustor any amounts which are actually paid to Beneficiary in response to such a notice. Trustor shall not interfere with, and shall cooperate with, Beneficiary's collection of the Rents. Trustor acknowledges and agrees that Beneficiary's exercise of its rights with respect to the Rents shall not be construed to make Trustee or Beneficiary a mortgagee-in-possession of the Deeded Property so long as Trustee and Beneficiary have not entered into actual possession of the Real Estate. The acceptance by Trustee and Beneficiary of the assignment pursuant to this Section shall not at any time obligate Trustee or Beneficiary to take any action under this Deed of Trust with respect to the obligations evidencing the Rents, including without limitation the performance of any obligation to be performed on the part of Trustor under any of such obligations, which shall remain exclusively with Trustor.

G. Transfer/Assumption of Indebtedness.

Trustor shall not transfer legal or equitable title to the Deeded Property nor permit the indebtedness secured by this Deed of Trust to be assumed without the prior written consent of Beneficiary.

H. No Waiver.

Failure of Beneficiary to exercise any of the options provided for herein in the event of any violation of the warranties, covenants, and agreements herein contained shall not constitute a waiver of its right to exercise such option because of any subsequent violation.

I. Obligations Secured.

This Deed of Trust secures payment of all amounts due under the Note, this Deed of Trust and the other Loan Documents and performance of all of Trustor's obligations under the Note, this Deed of Trust and the other Loan Documents.

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J. Binding on Successors.

This Deed of Trust shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties. Trustor agrees with Beneficiary, for the benefit of Beneficiary's successor or assignee, that in any action brought by Beneficiary's successor or assignee against Trustor to enforce rights under the Note, this Deed of Trust or any other Loan Document, Trustor will not assert as a defense any claim which Trustor now has or may subsequently acquire against Beneficiary. This provision does not alter Section G above in any way. If Trustor consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Trustor hereunder.

K. Inspection of Deeded Property.

Beneficiary, or its agents, shall have the right, at all reasonable times, to enter upon the Deeded Property for the purpose of inspection thereof (which inspections may include environmental testing and sampling) without thereby becoming liable to Trustor or any person in possession holding under Trustor provided, however, Beneficiary shall give Trustor notice prior to any such inspections.

L. Notice.

Any notices which any party may be required, or may desire, to give shall, unless otherwise specified, be in writing and shall be (i) hand delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail, postage prepaid, return receipt requested and addressed as follows:

In the case of Trustor, to:

**DANIEL S. VENTURACCI AKA DANIEL STEVEN VENTURACCI AKA
DANIEL VENTURACCI
445 Venturacci Lane
Fallon, Nevada 89406-5721**

In the case of Trustee, to:

**STEWART TITLE OF NEVADA HOLDINGS, INC.
810 Idaho Street
Elko, Nevada 89801**

In the case of Beneficiary, to:

**AMERICAN FARM MORTGAGE COMPANY, INC.
8901 Greenway Commons Place, Suite 200
Louisville, Kentucky 40220**

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or such other address(es) as the party to be served with notice may have furnished to the other party.

M. Waiver of Homestead, Marshalling of Assets; Redemption Rights

Trustor hereby waives and relinquishes by execution hereof, Trustor's right to claim a homestead on the Deeded Property.

Trustor further waives, to the fullest extent permitted by law, (a) the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force, (b) all rights of marshalling in the event of any sale hereunder of the Deeded Property or any part thereof or any interest therein, and (c) all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every person acquiring any interest in or title to the Deeded Property subsequent to the date of this Deed of Trust. Trustor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Deed of Trust or to any action brought to enforce any of the other Loan Documents.

N. Remedies Cumulative.

Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or any other agreement by or between Trustor and Beneficiary or afforded by law or equity, and may be exercised concurrently, independently, or successively as to all such other remedies. All expenditures and expenses which may be paid or incurred by or on behalf of Beneficiary for court costs, attorney's fees, appraiser's fees, documentary and expert evidence, stenographic charges, publication costs, title searches and title insurance policies as Beneficiary may deem to be necessary either to obtain any remedy provided under this Deed of Trust, to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Deeded Property, and all other costs of collection of the indebtedness secured hereby and costs of enforcement of this Deed of Trust or any other instrument evidencing or secured by the lien of this Deed of Trust, and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the default rate specified in the Note at the time of expenditure and said sums and the interest therein shall be deemed a part of the debt secured hereby and included herein. In any event, the institution of foreclosure proceedings shall constitute the declaration of the acceleration of all indebtedness secured hereby.

O. Manner and Order of Sale.

In case of any sale under this Deed of Trust, the Deeded Property shall be sold in one parcel and as an entirety or in such parcels, manner and order as Beneficiary in its sole discretion may elect.

P. Financial Statements and Operating Reports.

Trustor shall furnish to Beneficiary so long as indebted to Beneficiary, such financial statements and operating reports, as Beneficiary reasonably may require, including, but not limited to, annual



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balance sheets, profit and loss statements, and tax returns for Trustor and each guarantor, within ninety (90) days after the end of Trustor's fiscal year. All such financial statements and operating reports will be required to be certified by Trustor as complete and accurate as of the dates and periods covered thereby, prepared in accordance with generally accepted accounting principles, consistently applied, and will be in such form and contain such detail as Beneficiary reasonably may require.

Q. Dissemination of Information.

If the Beneficiary determines at any time to sell, transfer or assign the Note, this Deed of Trust and the other Loan Documents, and any or all servicing rights with respect thereto, or to grant participations therein ("Participations") or issue, in a public offering or private placement, mortgage pass-thru certificates or other securities evidencing a beneficial interest in the Note ("Securities"), Beneficiary may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities (collectively the "Investor"), any rating agency rating such Securities and each prospective Investor, all documents and information which Beneficiary now has or may hereafter acquire relating to the indebtedness of the Note and to the Trustor, any guarantor, any indemnitors, and the Deeded Property, which shall have been furnished by Trustor, any guarantor or indemnitors, as Beneficiary determines necessary or desirable.

Trustor further agrees to cooperate, and to cause each guarantor of the Note, if any, to cooperate, with Beneficiary in connection with the foregoing, including, without limitation, executing any financing statements, continuation statements or other documents deemed necessary by such transferee to create, perfect, protect or preserve the rights and interests to be acquired by it, meeting with any rating agency for due diligence purposes, and providing all information concerning the Deeded Property, the financial condition of Trustor, or the financial condition of any guarantor as Beneficiary may request.

R. Default and Acceleration.

If any of the following shall occur:

(1) Trustor shall fail to pay principal and interest when due under the Note (including full payment due on the Maturity Date); or

(2) Except for the specific defaults set forth in this Section or declared to be an immediate default hereunder or under any of the other Loan Documents, Trustor fails to fully perform any obligation hereunder or under any of the other Loan Documents (i) in the case of any default which can be cured by the payment of a sum of money, within five (5) days after written notice from Beneficiary to Trustor, or (ii) in the case of any other default, within thirty (30) days after written notice from Beneficiary to Trustor; provided that if such default cannot reasonably be cured within such thirty (30) day period and Trustor shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Trustor in the exercise of due diligence to cure such default,



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it being agreed that no such extension shall be for a period in excess of 120 days; or

(3) If any representation or warranty of Trustor made herein or in any of the other Loan Documents, or in any certificate, report, financial statement or other instrument or document furnished to Beneficiary in connection with the Note or this Deed of Trust or in connection with any request for Beneficiary's or Trustee's consent or approval, shall have been false or misleading in any material respect when made; or

(4) If Trustor shall make an assignment for the benefit of creditors or shall generally not be paying its indebtedness as they become due; or

(5) If Trustor is adjudged insolvent or becomes a debtor in any voluntary or involuntary bankruptcy or other proceeding under any existing or future law of any jurisdiction, domestic or foreign, seeking relief with respect to it or its indebtedness; unless in the case of any involuntary proceeding commenced against Trustor such proceeding is dismissed or discharged as to Trustor, as applicable, within sixty (60) days from the filing thereof; or

(6) If any judgment for monetary damages is entered against Trustor which, in Beneficiary's sole judgment, has a material, adverse effect on the ability of Trustor to perform its obligations under the Note, this Deed of Trust or any of the other Loan Documents or is not covered to Beneficiary's satisfaction by collectible insurance proceeds; or

(7) If the insurance required to be maintained in accordance with Section A hereof is not kept in full force and effect, or if Trustor fails to deliver evidence of the renewal of such policies within ten (10) days prior to their expiration; or

(8) If Trustor fails to pay real estate taxes, legal assessments, water rents or other lienable charges, fines or impositions pertaining to the Deeded Property when the same shall become due and payable; or

(9) If Trustor sells or encumbers or otherwise transfers the legal or equitable title to the Deeded Property, or permits same to be sold or encumbered or otherwise transferred, without the prior written consent of Beneficiary; or

(10) If Trustor breaches, terminates or fails to renew any land preservation or conservation agreement with any governmental agency pertaining to the Deeded Property that would create or impose a lien upon the Deeded Property, for such breach, termination of agreement or failure to renew, without the prior written consent of Beneficiary; or

(11) If Trustor fails to maintain compliance with the requirements of any governmental agency having regulatory authority over the use of the Deeded Property; or

(12) If Trustor uses any Note proceeds for a purpose that will contribute to excessive

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erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M;

THEN, AND IN ANY OF SUCH EVENTS, BENEFICIARY MAY, WITHOUT NOTICE, AT ITS OPTION, IMMEDIATELY DECLARE THE ENTIRE UNPAID BALANCE OF THE NOTE AND ALL OTHER INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND PROCEED TO ENFORCE THE COLLECTION OF THE SAME BY ACTION OR ADVERTISEMENT AS SET OUT BELOW, AND ALL CHARGES AND COSTS PERMITTED BY LAW ON THE LIEN OF THIS DEED OF TRUST, INCLUDING REASONABLE ATTORNEY FEES AS PERMITTED BY LAW.

UPON THE OCCURRENCE OF A DEFAULT UNDER THIS DEED OF TRUST, IT SHALL BE LAWFUL FOR THE TRUSTEE, AND IT IS HEREBY AUTHORIZED AND EMPOWERED, TO SELL THE DEEDED PROPERTY OR CAUSE SAME TO BE SOLD, PURSUANT TO THE STATUTE IN SUCH CASE MADE OR PROVIDED AND RELATING TO FORECLOSURE BY ADVERTISEMENT, AND OUT OF THE PROCEEDS OF THAT SALE TO RETAIN THE PRINCIPAL AND INTEREST OF ALL SUMS THEN DUE, AS WELL AS THE COSTS AND CHARGES OF SALE AND THE ATTORNEY FEE PROVIDED BY STATUTE, RENDERING THE SURPLUS MONIES (IF ANY) TO TRUSTOR, OR TRUSTOR'S SUCCESSORS AND ASSIGNS.

THIS DEED OF TRUST CONTAINS A POWER OF SALE AND, UPON DEFAULT, MAY BE FORECLOSED BY ADVERTISEMENT PURSUANT TO THE LAWS OF THE STATE OF NEVADA. IF THIS DEED OF TRUST IS FORECLOSED BY ADVERTISEMENT, TRUSTOR, KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY, HEREBY WAIVES ALL RIGHTS UNDER THE FEDERAL AND NEVADA LAWS AND CONSTITUTIONS TO ANY NOTICE AND HEARING IN CONNECTION WITH THE FORECLOSURE, EXCEPT AS SET FORTH IN THE NEVADA STATUTES PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

S. Forbearance.

Beneficiary and Trustee may (but shall not be obligated to) agree with Trustor, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor, to take any of the following actions: extend the time for payment of all or any part of the indebtedness secured by this Deed of Trust; reduce the payments due under this Deed of Trust, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Deed of Trust, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the indebtedness secured by this Deed of Trust; join in any extension or subordination agreement; release any portion of the Deeded Property; take or release other or additional security; modify the rate of interest or period of



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amortization of the Note or change the amount of the installments payable under the Note; and otherwise modify this Deed of Trust, the Note, or any of the other Loan Documents.

Any forbearance by Beneficiary or Trustee in exercising any right or remedy under the Note, this Deed of Trust, or any of the other Loan Documents or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Beneficiary of payment of all or any part of the indebtedness secured hereby after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Beneficiary's right to require prompt payment when due of all other payments on account of the indebtedness secured hereby or to exercise any remedies for any failure to make prompt or complete payment. Beneficiary's receipt of any awards or proceeds with respect to condemnation actions or recovery of insurance proceeds shall not operate to cure or waive any default hereunder.

T. Application of Payments.

If at any time Trustee or Beneficiary receives from Trustor or otherwise any amount applicable to the indebtedness secured hereby which is less than all amounts due and payable at such time, Beneficiary may apply that payment to amounts then due and payable in any manner and in any order determined by Beneficiary, in Beneficiary's discretion. Neither Beneficiary's acceptance of an amount which is less than all amounts then due and payable nor Beneficiary's application of such payment in the manner authorized shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

U. Usury Laws.

At no time will interest (or any other amount agreed to be paid hereunder which will be deemed to be interest) be payable at a rate which would subject Trustee or Beneficiary either to civil or criminal liability as a result of being in excess of the maximum interest rate which Trustor is permitted by applicable law to pay. Any payment in excess of such maximum rate will be deemed to be immediately reduced to such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

V. Trustee Provisions.

(1) It shall be no part of the duty of Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Deeded Property, or any part thereof, or against Trustor, or to see to the performance or observance by Trustor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgement or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect



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thereof or in respect of the rights of Beneficiary. Trustee shall have the right to advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for his own gross negligence or willful misconduct and Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder and believed by Trustee in good faith to be genuine.

(2) Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary. In case of the death, resignation, removal or disqualification of Trustee, or if for any reason Beneficiary shall deem it desirable to appoint a substitute or successor Trustee to act instead of the herein named Trustee or any substitute or successor Trustee, then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor Trustee, or a substitute Trustee, without other formality than appointment and designation in writing executed by Beneficiary, which substituted Trustee may be Beneficiary or an affiliate of Beneficiary, and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the indebtedness secured hereby has been paid in full, or until the Deeded Property is fully and finally sold hereunder. Such appointment and designation by Beneficiary shall be full evidence of the right and authority to make the same and of all facts therein recited. If Beneficiary is a corporation or association and such appointment is executed in its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deeded Property shall vest in the named successor or substitute Trustee, and he shall thereupon succeed to and shall hold, possess and execute all of the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but, nevertheless, upon the written request of Beneficiary or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deeded Property of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to "Trustee" shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

(3) Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Trustor hereby ratifies and confirms any and all acts which the



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herein-named Trustee or Trustee's successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Trustor will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties. The foregoing indemnity shall not terminate upon discharge of the secured indebtedness or foreclosure, or release or other termination, of this Deed of Trust.

(4) If more than one Trustee is appointed hereunder at any one time, or from time to time, all rights granted to and all powers conferred upon the Trustee hereunder may be exercised by any or all of such Trustees. Action exercised by one Trustee shall be deemed valid and binding on all Trustees.

(5) If Trustor receives conflicting instructions from Trustee and Beneficiary, the instructions from Beneficiary shall control.

W. Miscellaneous Provisions.

(1) Further Assurances. Trustor shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, Deed of Trusts, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Beneficiary may require from time to time in order to better assure, grant, and convey to Beneficiary the rights intended to be granted, now or in the future, to Beneficiary under this Deed of Trust or any of the other Loan Documents.

(2) Entire Agreement; Time of Essence. This Deed of Trust, together with the Note and the other Loan Documents, contain the entire agreements between Trustor and Trustee/Beneficiary relating to the subject matter hereof and thereof, and supersede all prior discussions, representations, communications and agreements (oral or written) relative hereto and thereto which are not contained herein or therein. In the event of any conflict between the terms of such documents, the following order of priority shall be used to resolve such conflict: the Note shall control over this Deed of Trust and this Deed of Trust shall control over all of the other Loan Documents. Time is of the essence with respect to Trustor's performance of all provisions of this Deed of Trust.

(3) Modification. Neither this Deed of Trust nor any provision hereof will be changed, waived, supplemented, discharged or terminated orally or by any act or failure to act on the part of Trustor, Trustee or Beneficiary, but only by an agreement in writing signed by the party against whom enforcement thereof is sought and then only to the extent expressly set forth in such writing.

(4) Governing Law. This Deed of Trust shall be interpreted, construed and enforced according to the laws of the state in which the Real Estate is located (without giving effect to its conflict of law rules).

(5) Unenforceable Provisions. If any provision of this Deed of Trust is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Deed of Trust that can be carried out without the conflicting provision will not be affected, and such conflicting provisions will be



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ineffective only to the extent of such invalidity or unenforceability and to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto.

(6) Sole Discretion of Beneficiary. Wherever pursuant to this Deed of Trust (a) Beneficiary exercises any right given to it to approve or disapprove or grant or withhold its consent, (b) any arrangement or term is to be satisfactory to Beneficiary, or (c) any other decision or determination is to be made by Beneficiary, all shall be in the sole and absolute discretion of Beneficiary, except as may be otherwise expressly and specifically provided herein. By accepting or approving or granting consent, Beneficiary shall not be deemed to have warranted or affirmed the sufficiency, completeness, legality or effectiveness of the subject matter, or the compliance of same with applicable laws.

(7) Ambiguity and Construction of Certain Terms. Neither this Deed of Trust nor any uncertainty or ambiguity herein shall be construed or resolved against Beneficiary by virtue of the fact that such document has originated with Beneficiary as drafter. This Deed of Trust shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties hereto. Words used in this Deed of Trust may be used interchangeably in singular or plural form, and any pronoun shall be deemed to cover all genders. Section headings are for convenience only and shall not be used in interpretation of this Deed of Trust; "Herein," "hereof" and "hereunder" and other words of similar import refer to this Deed of Trust as a whole and not to any particular section, paragraph or other subdivision; and "Section" refers to the entire section and not to any particular subsection, paragraph of other subdivision.

(8) Days for Performance; Business Days. Unless otherwise provided herein, all days from performance shall be calendar days. Where Business Days have been provided, "Business Day" shall mean a day on which (a) Beneficiary is open for business and (b) trading is being conducted in the United States government bond market and the Chicago Board of Trade.

(9) Consent to Jurisdiction. Trustor, Trustee and Beneficiary, by their acceptance of this Deed of Trust, agree and consent to the jurisdiction and venue of any state or federal court sitting in the county and state where the Real Estate encumbered hereby is located with respect to any legal action, proceeding, or controversy between them and hereby expressly waive any and all rights under applicable law or in equity to object to the jurisdiction and venue of said courts. Trustor further irrevocably consents to service of process by certified mail, return receipt requested, to Trustor at the address stated above or at such other address as Trustor may designate in writing to Beneficiary, and agrees that such service shall be effective ten (10) days after mailing (unless a longer period is required by applicable law). Nothing herein shall, however, preclude or prevent Beneficiary from bringing any one or more actions against Trustor in any other jurisdiction as may be necessary to enforce or realize upon the security herein provided.

(10) Riders. There is one Federal Grazing Permit Deed of Trust Rider attached to this Deed of Trust, and the same is incorporated herein by reference.

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X. WAIVER OF TRIAL BY JURY.

TRUSTOR (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS DEED OF TRUST OR THE RELATIONSHIP BETWEEN THE PARTIES AS TRUSTOR AND BENEFICIARY THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS KNOWINGLY AND VOLUNTARILY GIVEN BY TRUSTOR.

Y. STATUTORY NOTICE

UNLESS YOU PROVIDE BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS DEED OF TRUST, BENEFICIARY MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE DEEDED PROPERTY BECOMES DAMAGED, THE COVERAGE BENEFICIARY PURCHASES MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS CONVERGAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY. THE COST OF THIS INURANCE MAY BE ADDED TO THE AMOUNT OWED TO BENEFICIARY UNDER THE NOTE. IF THE COST IS ADDED TO INDEBTDNESS OWED TO BENEFICIARY, THE INTEREST RATE ON THE UNDERLYING INDEBTDNESS WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATIFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

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IN TESTIMONY WHEREOF, and intending to be legally bound hereby, Trustor executes and delivers this Deed of Trust as the date first above written.

TRUSTOR:

Daniel S. Venturacci
DANIEL S. VENTURACCI AKA DANIEL
STEVEN VENTURACCI AKA DANIEL
VENTURACCI

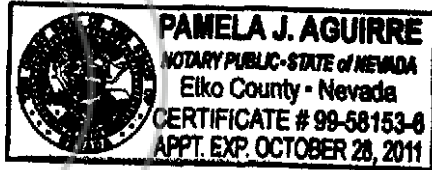
STATE OF NEVADA)
)SS:
COUNTY OF Elko)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this the 15th day of September, 2011, by Daniel S. Venturacci aka Daniel Steven Venturacci aka Daniel Venturacci, a single person, to be his true act and deed for the purposes therein expressed.

My commission expires: 10/28/11

Pamela J. Aguirre
NOTARY PUBLIC AT LARGE

THIS INSTRUMENT PREPARED BY:



Bryan H. Hayes
BRYAN H. HAYES
Attorney at Law
105 South Sherrin Avenue
Louisville, Kentucky 40207
(502) 896-2301

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**VENTURACCI, DANIEL S.
LEGAL DESCRIPTION
EXHIBIT A**

**APN: 07-070-01
06-360-01
06-360-03**

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

**Section 3: SW1/4NE1/4; Lot 4; S1/2NW1/4; S1/2;
Section 4: Lots 1, 2 and 3, S1/2N1/2; S1/2;
Section 9: NE1/4;
Section 10: N1/2NE1/4; SW1/4NE1/4; W1/2;**

TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.B.&M.

**Section 22: W1/2NE1/4; S1/2NW1/4; N1/2SW1/4;
Section 27: S1/2SW1/4;
Section 34: E1/2NW1/4; W1/2SE1/4; E1/2SW1/4;**



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GRAZING PERMIT DEED OF TRUST RIDER

THIS GRAZING PERMIT DEED OF TRUST RIDER (the "Rider") is made and entered into on this the 15th day of September, 2011, and is attached to and part of a Deed of Trust in the original principal amount of \$350,000.00 (the "Deed of Trust") of even date herewith executed and delivered by **DANIEL S. VENTURACCI AKA DANIEL STEVEN VENTURACCI AKA DANIEL VENTURACCI**, a single person, whose address is 445 Venturacci Lane, Fallon, Nevada 89406-5721 (hereafter "Trustor"), in favor of **AMERICAN FARM MORTGAGE COMPANY, INC.**, a corporation of the State of Tennessee, having its principal office located at 8901 Greenway Commons Place, Suite 200, Louisville, Kentucky 40220, its successors and assigns (hereafter "Beneficiary").

FOR AND IN CONSIDERATION of the sum expressed in the Deed of Trust and the mutual covenants and conditions herein contained, the Trustor does hereby grant, bargain, sell and convey to the Beneficiary each and every grazing permit executed by the Bureau of Land Management for and on behalf of the United States of America as Lessor relative to the Grazing Permit identified as Diamond Springs Allotment Number 10035 (hereafter the "Grazing Permit").

THE TRUSTOR DOES HEREBY FURTHER COVENANT AND AGREE WITH THE BENEFICIARY:

1. To be the lawful owner and holder of the Grazing Permit under the provisions of the Taylor Grazing Act [Title 43 USCA Sec. 315 to 315(p)].
2. To pay all rent or charges due under the terms of the Grazing Permit, or any renewals or extensions thereof, or by the rules and regulation of the United States Department of Interior or the laws of the United States.



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3. To perform and observe all the covenants, conditions, and stipulations contained in the Grazing Permit, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to the Grazing Permit.

4. To make application and do any and all things necessary to obtain extensions or renewals of the Grazing Permit during the term of the Deed of Trust.

5. To execute to the Beneficiary, at such times as the Beneficiary may require, assignments of the Grazing Permit or any renewals thereof in such forms as may be satisfactory to the Beneficiary.

6. The Grazing Permit and any renewals thereof shall run with and attach to the Deeded Property (as the same is described in the Deed of Trust) owned in fee by the Trustor, and upon any conveyance or transfer of the Deeded Property, the Trustor, Trustor's heirs, executors, administrators, trustees, and assigns, shall assign to the grantee Trustor's or Trustor's successors' equity in the Grazing Permit or the renewals thereof, subject to the conveyance of the Deed of Trust and to the rights of the Beneficiary as assignee or otherwise, as herein provided.

7. To reimburse the Beneficiary for all costs and expenses incurred by it in any suit to foreclose any assignment of the Grazing Permit and any renewals thereof, or in any suit in which the Beneficiary may be obligated to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. In the event the Trustor fails to pay when due any rent or rents payable under the Grazing Permit or the renewals thereof the Beneficiary may make such payment, and the amounts paid therefor shall become a part of the indebtedness secured by the lien of the Deed of Trust and bear interest from the date of payment at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity.

9. In the event the Trustor, with consent of the Beneficiary, substitutes any leases for the Grazing Permit, or the renewals thereof, such substituted lease and renewals thereof shall be subject to the provisions of the Deed of Trust to the same extent as if said substituted leases or the renewals were described herein.

10. In the event the Trustor fails to keep and perform all and singular the covenants, conditions, and agreements contained in the Deed of Trust, including this Rider, or fails to comply with the terms of the Grazing Permit or renewals thereof, or fails to comply with the rules and regulations of the Department of Interior or the laws of the United States applicable to the Grazing Permit and the renewals thereof, then the whole of the indebtedness secured hereby, at the option of the Beneficiary, shall become immediately due and payable and bear interest from such date at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity, and the

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