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(May 51) - PAGE (M. P. 184)

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Const. Carry

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DEED OF TRUST

Recording requested by and to be returned to:

THIS IPED OF TRUST, made April 5, 1966 , between MARIA TERRSA LABARRY, RAYMOND LABARRY, JE and JEAN PIERRE LABARRY, individually said as co-partners doing business under the name and style of LABARRY & LABARRY COMPANY, and MARY JEAN LABARRY, the wife of Raymond Labarry, Jr., of the County of White Pine, State of Newada

and NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION of RENO, NEVADA

a corporation, having its principal place of business in Rano, Nevada , as Trustee, and NEVADA LIVESTOCK PRODUCTION ORDIT ASSOCIATION of Rano, Mevada , as Trustee, a comporation pressured and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved line 16, 1933, as

a corporation organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933, as amended, Benificiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale the following

described real property situate in the County of Eureka and County of White Pine, State of Nevada

Parcel 1: Township 20 North, Range 53 East, M.D.B. & M.

Section 1: Lots 1, 2 and 5

Township 21 North, Range 53 East, M.D.B.SM.

Section 36: SEk

Township 19 North, Range 54 East, M.D.B.6M.

Section 2: SWkSWk Section 3: S\SE\; SE\SWk

Township 20 North, Range 54 East, M.D.B.6M.

Section 3: Lot 5
Section 4: SANK

Section 5: Wiswit Section 9: Sinek; Seinwik; NELSWit Section 10: Lot 2 (SWiNWit); Seinwit

Section 15: WESN'S
Section 16: ENSE

Section 17: SELSWE: SESSEE

Section 20: NEWWY; NWHIEL Section 21: NWISEK; EISHK; SINEK; NINWY; SEMWY Section 22: NWINNY; SEMWY; SIMEY

Section 23: SWENEL Section 24: NWESWE

Section 25: NWHEE; NIMWE; NISWE; SEESWE Section 26: SENEE; NISE

Section 27: SWANEK; NEWSEK; NWANWE; SEANWE Section 28: SWASWE; NEWSEK; NWASEK; NEWSEK; SEAWE; SEASEK

Section 29: SELSEL Section 34: NWINWE; SELWEL; SWIMEL

Township 21 North, Range 54 East, N.D.B. &H.

Section 35: NWkSWk

Hection 35: SHWE MARK

Township 22 North, Range 54Bast, M.D.B.&M.

Section 22: Eiwi; WiEi, excepting oil, gas and other mineral deposits Section 27: Eiwi; WiEi, excepting oil, gas and other mineral deposits

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and for description to the paper of the country of 
                                                                                   Section 2: Lot 4 (WWHWE); SWEWIE
                                                                                  Section 3: Lots 1 and 2 (Ning); Sint; Himl; SEL
                                                           restance 10: Name a parson of (1) all some which may be or become owing to the Beneficiary from the arts. Section 10: Name a paragraph of (1) all some which may be or become owing to the Beneficiary from the arts. Section 14 and Signature (2) and arts the insention of the height of the first or, or Granton's heigh, successors or assigns are a cherically and experience to the all arts at the insention notes and renewals and extensions of all arts at the insention of the section 21. Worth, Raise 55 in the large section and renewals and excessors or assigns a large section 21. Worth, Raise 55 in the large section and extension of the section 22. Section 22. Section 23. Section 23. Section 33. Section 33. Section 33. Section 33. Section 33. Section 34. Beautiful the notion of sale becomes be said at a Granton at the address.
             or were of
                                                                            Section 34:000 White SEMWhit Bish hay notice of sale hereunder be mailed to Grantur at the address
                                                                               Township old Morrishments is your what they or which was bereafter be imposed by national, state, the state of the state o
                                                                                                                                                                                                          STRUKE OF HELLS
                                                                      Township 20 Morth, Range 50 Rast, M.D. B. and pay, when due and payable, all obligations recured the fact of the agent of the payable, all obligations recured the foreign and the action and defend title to said section 23:4; Swing as respected by faces for the according in a faces like manner; and (J)
                                                                               Township 20 North. Range 57 Fast. M.D.B. etc. sald in one percel; (d) purchase at our fracte's
                         Section of the Subject in constitute reference in a nearly trace to all decis of trust told by Poneficial Formation of tract and value Super reportant on shall be conclusive proof of a proper substitution of Parcel 2: Township 20 North Subject on the proof of the substitution of the property of the subject of the subjec
                                                                             Section 15: a SEANEL about he part to
                                                                     Section: 23: Edition Single theory was raited, and portion of the security and consent to medements; (b) Section 27: " Parties to the person or persons legally entitled thereto' and such recommends shall section 27: " Parties to project also by proclession at the end place of sain; (d) apply sale pro-
Section 34: " Section and the persons and an expectation of the property of the parties entitled Section 35: " Section 35: " Section 35: " Section at the parties and in expectation and shall be completed.
                                                                           Section 35: State is there are bord and an any trouter a uses not to see the release of my formation of the release of my formation of the personal limitity of my personal district of my personal limitity of my personal neither of my personal limitity of my personal neither of my personal limitity of my personal neither of mild premises for the full power of and
                                                                            Section 118 ASEANE was to do not all the west toward havely, which configuration that necess in and
                                                  TOGETHER WITH all waters and water rights appurtenant to, or hereafter used
                     in connection with, the above described real property, including, but not limited to, those
                     that are described in applications filed in the office of the Division of Water artex ship. Resources of the State of Nevada listed below, and such certificates as have been
                      issued pursuant to such applications as follows:
                     Application Number
                                                                                                                                  Certificate
                                                                                                                                                                                                                                                            Application Number
                                                1937
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                                                                                                                                                                                                                                                                        8301 ...
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                                               1958
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                                                                                                                                                                                                                                                              13650 (Well)
                                                                                                                                                                                                                                                                                                                                                                                        Certificate Issued
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Vested Right 8300 2552 Circle Rench Yested Right TOGETHER WITH irrigation well equipment that is described as followes North Well #1: Cummings Model HRY 681, Engine No. 306787, 200 H.F. Gear drive No. 110; Serial 11254362 U.S. Motors, Pump Vertiline Layne Bowler, Serial No. 29639

21652

reserved this Bebie Field.

ad Stonehouse Field

1640

2030

2079

7605

7606

7607

South Well #1: Caterpillar diesel motor, Model E 152, Serial Power Unit No. 934024, 40 H.P. Gear box, Seriel Mo. 15699, Johnson. Pomona turbine pump, Pairbanks & Morse, Serial No. PH4142.

fixtures; together with all tenements, hereditaments, easements, rights of way and appurt ROOK, 1.0 and issues and profits of said land with the right, but not the obligation, to collect the same, which right may be e Beneficiary while in or out of possession and either prior to or after any default by the Grantor.

TO HAVE AND TO HOLD the same unto the Tourish and either prior to or after any default by the Grantor. TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements ein expressed, to-wit: This Deed of Trust is intended to secure, and does hereby secure, the payment of indebtedness evidenced by promissory note(s) favor of the Beneficiary described as follows: On the desire of the statements of the demand; or, if no demand is made, then on On demand; or, if no demand is made, then on territ o imamo Dated off, gas and dier atmoral desc Nov. 10, 1968 April 5, 1966 \$252,125.00 17 7 7 Anned DARage. -3.5 with interest, which said interest, if not paid when due shall be added to the principal and bear the same rate of interest, said note(s) having been executed by one or more of the persons named as Grantor herein or the following party(ies): This Deed of Trust is also security for the payment of (1) all auma which may be or become owing to the Beneficiary from the Grantor and Grantor's heirs, successors or assigns, or said party(ies) named in the immediately preceding paragraph, or from any one or more of them, whether resulting from advances to of in behalf of the Grantor, or Grantor's heirs, successors or assigns, or said named party(ies) or otherwise, with interest on all such sums; (2) substitution notes and renewals and extensions of all notes from Grantor and Grantor's heirs, successors or assigns in favor of or assigned to Beneficiary. Advances made by the Beneficiary after discount or assignment of this Deed of Trust shall be secured hereby but shall be subject to prior payment of the indebtedness discounted or assignment of the indebtedness discounted or assignment. As additional security, Granton assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royal-ties and other revenue from all present and future oil, gam, and mineral leases, rights and operations affecting said premises. Grantor requests that a copy of any notice of default, and of any notice of sale hereunder be mailed to Grantor at the address herein designated, and covenants and agrees that (1) Grantor will pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by national, state, county, city or other authority upon the property hereby conveyed and said Grantor agrees that said Beneficiary may pay auch taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with taxes, assessments or liens; the same rate per summa as set forth in the note or notes herein described and this Deed of Trust shall be security for all sums suppaid by the Beneficiary, together with interest thereon, and the Beneficiary shall be the sole judge of the legality or validity of such taxes, assessments or liens;

(2) Grantor will comply with the Farm Credit Act of 1933, as amended; will pay, when due and payable, all obligations secured by judgment or other liens against said promerty; will, at Grantor's expense; (a) forever warrant and defend title to said security; (b) protect the security and lies in any litigation; (c) care for the security in a farmerlike manner; and (d) maintain fire insurance on the improvements as required by Beneficiary; (3) Upon Grantor's default or breach, Beneficiary may: (a) take possession of said premises with all rights of mortgages in possession or have a receiver appointed; (b) at its option accelerate the maturity of the indebtedness, have the power of sale exercised in accordance with law then in force; (c) have the security sold in one parcel; (d) purchase at any Trustee's (4) Beneficiary may: (a) change any Trusten by certificate referring in general terms to all deeds of trust held by Reneficiary, which shall include this Beed of Trust and which have recessor, and such new Trustee shall have all the estate, powers and duties of said Trustee predecessor, without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, and appear in any condensation or bank-ruptcy proceeding, affecting the security or lien, incur necessary costs, expenses and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred hereunder, which, together with interest at the same rate per annum as set forth in the note or notes herein described, shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shall be paid to Beneficiary; sale: nereby. All condemnation awards and damages shall be paid to Beneficiary;

(5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and consent to easements; (b) upon full payment reconvey, without warranty, to 'the person or persons legally entitled thereto' and such reconveyance shall be at the cost and expense of such person; (c) postpone sales by proclamation at time and place of sale; (d) apply sale proceeds to expenses thereof; attbrney; fees; title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. The recitais in full and in partial reconveyances and in any trustee's deed shall be conclusive;

(6) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default, and the release of any portion of said security or any release from personal liability shall not affect the personal liability of any person not specifically released, nor the lien of this Deed of Trust upon the 'reasinder of said premises for the full amount of said indebtedness then remaining;

(7) Year Country is initially and country that the partial reasons are all the contractions. (7) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor. Executed the date first hereinsboye written. Address Labarry & Labarry Company, a co-partnership MATT 16 ean Zalovy PROMINE gene's possion Date transity increase of ingroup to any, very ali valad jahijuy, tagosa ja tagi sa ACKNOWLEDGMENT State of County of 41914 , before me, the undersigned Notary Public in and On File No. RECORDED AT THE REQUEST OF Nev. Livestock Prod. Credit for said County and State, personally appeared Assn A. D. 19 ..66 April 12 A D. 19 66 et 11 minutes past 11 A. M. subscribed to __described in and whose name_ known to me to be the person_ the within instrument, and acknowledged to me that executed the same. in Brok 321-324 RECORDS My commission expires: .. Re<u>co</u>rds of Seurexa COUNTY NEVADA 9.25 Recorder

Notary Public in and for said (bunty and State

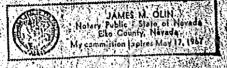
11.11

STATE OF NEVADA

COUNTY OF ELAD

On this _______day of April, 1966, personally appeared before se, a Metary.
Public in and for said County and State, MARIA TERMS LABARRY, RAYSOND LABARRY, JR., and
JEAN PIERRE LABARRY, also MARY, JEAN LABARRY, known to me to be the persona described in
and who executed the foregoing instrument, and they acknowledged to me that they executed
the same freely and volunturily and for the uses and purposes therein mentioned

IN WITHESS WHERBOY, I have bereunto set up hand and seal the day and year in this certificate first above written.



Amis M. Oliv Botary Public

STATE OF NEVADA

COUNTY OF ELAD

On this one of April 1966, personally appeared before me, a Motary Public in and for said County and State, HARIA TERRISA LABARRY, MATHROED LABARRY, IR and JEAN PIERRE LABARRY, known to me to be all of the partners of the co-partnership that executed the within instrument, and acknowledged to me that such partnership executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITHESS WHEREOF, I have hereunto set my hand and seal the day and year in this contificate first above written.



Actus M. Man.
Rotary Bublic

BOOK 10 PAGE 324

STATE OF NEVADA
COUNTY OF

On this day of April, 1966, personally appeared before me, a Notary Public in and for said County and State, MARIA TEREGA LABARRY, RAYMOND LABARRY, JR., and JEAN PIERRE LABARRY, also MARY JEAN LABARRY, known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have bereunto set my hand and seal the day and year in this certificate first above written.



JAMES M. OLIN Notary Public - State of Nevada Liko County, Nevada My commission Expires May 17, 1967 James M Olin Notary Public

STATE OF NEVADA

COUNTY OF ELAD

On this day of April, 1966, personally appeared before me, a Notary Public in and for said County and State, MARIA TERESA LABARRY, RAYMOND LABARRY, JR. and JEAN PIERRE LABARRY, known to me to be all of the partners of the co-partnership that executed the within instrument, and acknowledged to me that such partnership executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have herounto set my hand and seal the day and year in this certificate first above written.



JAMES M. OLIN Notary Public - State of Nevada Eto County, Nevado My commission Expires May 17, 151

Rotary Public

Laborry & Laborry Company, a co-partnership

Escla forms Laborry & Laborry Company, a co-partnership

Escla forms Laborry & Laborry

Especial forms La

Notery Public in and for said County and State

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RECORDED AT THE REQUEST OF
RECORDED AT THE REQUEST OF
Nev.Livestock Prod. Credit
April 12

A D. 19 66

of 11 minute: past 11 A. M.
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