

STATE OF NEVADA
Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made February 10, 1971 between

ANDREW R. LITTLE, also known as Andrew Lytle, and FERN B. LITTLE, his wife

herein called Grantor, THE FEDERAL LAND BANK OF BERKELEY, a corporation, Trustee, and THE FEDERAL LAND BANK OF BERKELEY, a corporation, Berkeley, California, Beneficiary;

WITNESSETH: That Grantor hereby grants unto said Trustee, with power of sale, the following-described real property in Lincoln County, Nevada:

For description of real property, see EXHIBIT "A" attached hereto and made a part hereof.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic and stock watering uses, including ditches, laterals, conduits, and rights of way used to convey such water or to drain said land...

As security for the payment of: (a) \$30,600.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on December 1, 1971 and December 1, 1972

and interest

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$3,379.17 each,

until paid in full; (b) all other obligations under said note; (c) any additional money Beneficiary may hereafter loan to Grantor, his successors, or any of them, as advance(s) hereunder, with interest as prescribed in the note(s) evidencing such advance(s); (d) all money advanced to any receiver of said premises, with interest at 10 percent per annum; (e) all other money advanced as hereinafter provided; (f) all renewals, reamortizations, and extensions of indebtedness secured hereby.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas, and mineral leases, and rights affecting said premises, and all money payable to Grantor in the event of cancellation of any grazing leases, permits, or licenses, used with said land; and pledges

Upon Grantor's default or breach, all stock and contracts then pledged may be sold with the land, at public or private sale, without demand for performance and without notice of such sale to Grantor or any person;

Grantor covenants and agrees that:

- (1) 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;
(2) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default;
(3) Releases from personal liability shall not affect the personal liability of any person not specifically released;

Lincoln County

- (4) All condemnation awards and damages shall be paid to the Beneficiary;
- (5) Grantor will comply with the Federal Farm Loan Act and Federal Reclamation Act, and will care for the security in a farmerlike manner at Grantor's expense;
- (6) Upon Grantor's default or breach, Beneficiary may take possession of said premises with all rights of mortgagee in possession or have a receiver appointed and may, at its option, accelerate the maturity of the indebtedness.
- (7) This instrument is given and accepted upon the express provision that in the event the herein-described property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, or alienated by the Grantor, or by operation of law or otherwise, except by inheritance, all obligations secured by this instrument, irrespective of the maturity dates expressed herein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance, or alienation. Subsequent acceptance of any payment hereunder by Beneficiary shall not be deemed a waiver of any default by Grantor, or any sale, agreement to sell, conveyance, or alienation, regardless of Beneficiary's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 of section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto," approved March 29, 1927, are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, contracts, and rights pledged herein. Covenant No. 2, in the amount required by Beneficiary, and the amount collected under any fire or other insurance policy, may be applied by Beneficiary upon any indebtedness secured hereby, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: 10%, and money so expended shall be secured hereby. Covenant No. 5: Trustee may make full or partial reconveyances to "the person or persons legally entitled thereto." All recitals therein shall be conclusive. Covenant No. 6: Attorney may represent trustee at sale, and security may be sold in one parcel. Covenant No. 7: 2%, \$100 minimum. Covenant No. 9: Conveyance to new trustees shall not be necessary, and said resolution may refer in general terms to all deeds of trust held by Beneficiary, which shall include this deed of trust, and, upon recordation, shall be conclusive proof of proper change. The rate of interest provided for in covenant No. 4 is subject to increase or decrease in accordance with Beneficiary's variable interest rate policy.

Executed the date first hereinabove written.

Address 534 East 300 South
St. George, Utah 84770

Andrew R. Lytle
Andrew R. Lytle

534 East 300 South
St. George, Utah 84770

Fern B. Lytle
Fern B. Lytle

STATE OF ~~NEVADA~~ UTAH
COUNTY OF Washington } m.

On this 31 day of March in the year 1971, before me, Fred D. Dalton
a notary public in and for said county and State, personally appeared Andrew R. Lytle and Fern B. Lytle,
his wife

known to me to be the person... described in and who executed the foregoing instrument, who acknowledged to me that they
executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

(SEAL) FRED D. DALTON
NOTARY PUBLIC - STATE OF UTAH
RESIDING AT WASHINGTON, UTAH
MY COMMISSION EXPIRES 11-7-72

Fred D. Dalton
Fred D. Dalton Notary Public in and for Washington
County, State of ~~Nevada~~ Utah

My commission will expire:

SPACE BELOW FOR RECORDERS USE ONLY

When recorded please return to
THE FEDERAL LAND BANK OF BERKELEY
P. O. Box 535
Berkeley, California 94701
THIS SPACE FOR LAND BANK USE ONLY

SITUATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA:

PARCEL I:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 69 EAST, M.D.B.&M.

PARCEL II:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 69 EAST M.D.B.&M., LYING NORTH OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH-SOUTH SECTION LINE COMMON TO SECTIONS 15 AND 16 AND THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY;
THENCE WESTERLY ALONG SAID UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY LINE A DISTANCE OF 1320 FEET TO A POINT;
THENCE NORTH A DISTANCE OF 594 FEET TO A POINT;
THENCE EASTERLY AND PARALLEL WITH THE LAST MENTIONED RIGHT OF WAY LINE A DISTANCE OF 1320 FEET TO A POINT ON SAID NORTH-SOUTH SECTION LINE;
THENCE SOUTH ALONG SAID SECTION LINE A DISTANCE OF 594 FEET TO THE POINT OF BEGINNING.

PARCEL III:

THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 8; THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 16; AND THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, ALL IN TOWNSHIP 5 SOUTH, RANGE 69 EAST, M.D.B.&M.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY.

PARCEL IV:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 69 EAST, M.D.B.&M., LYING NORTH OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY.

CONTAINING 268 acres, more or less.

SUBJECT TO existing rights of way.

TOGETHER WITH all stockwater rights for water from all sources used in the operation of this livestock unit.

EXHIBIT "A"

No. 49971
FILED AND RECORDED AT REQUEST OF
Title Ins. & Trust Co.
April 8, 1971
AT 15 MINUTES PAST 11 O'CLOCK
A M IN BOOK 1 OF OFFICIAL
RECORDS, PAGE 169-171 LINCOLN
COUNTY, NEVADA.

[Signature]
COUNTY RECORDER