

STATE OF NEVADA 200584

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made May 19, 1971 between

THE MURRY WHIPPLE RANCH, a co-partnership composed of Louise Ouida Whipple Aicher and

Keith Murry Whipple; KEITH MURRY WHIPPLE and GWENDOLYN WHIPPLE, husband and wife;

LOUISE OUIDA WHIPPLE AICHER, also known as Louise O. Whipple Aicher, who acquired title

as Louise O. Whipple, a married woman dealing with her sole and separate property,

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, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used in connection therewith, and all wind machines used on said land, which pumping plants and wind machines are hereby declared to be fixtures; all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way, and appurtenances to said land, and the rents, issues, and profits thereof;

As security for the payment of: (a) \$ 44,400.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on January 1, 1972, \$2,220.00 and

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$2,220.00 each,

plus interest, 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. The rate of interest on unmatured principal balances and the rate of interest provided for in subsection (d) above are subject to increase or decrease in accordance with Beneficiary's variable interest rate policy.

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

104 shares of capital stock in Hiko Irrigation and Water Company

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;

- (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, 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 28, 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 trustee 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 Hiko, Nevada 89017

Hiko, Nevada 89017

Hiko, Nevada 89017

Hiko, Nevada 89017

THE MURRY WHIPPLE RANCH, a co-partnership

By: Louise Ouida Whipple Aicher
 Louise Ouida Whipple Aicher, Partner
 By: Keith Murry Whipple
 Keith Murry Whipple, Partner
Gwendolyn Whipple
 Gwendolyn Whipple
Louise Ouida Whipple Aicher
 Louise Ouida Whipple Aicher

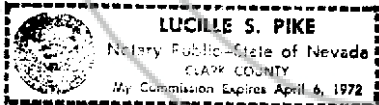
STATE OF NEVADA }
 COUNTY OF Clark } ss.

On this 22 day of June, in the year 1971, before me, Lucille S. Pike
 a notary public in and for said county and State, personally appeared Louise Ouida Whipple Aicher,
Keith Murry Whipple and Gwendolyn Whipple

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)



Lucille S. Pike
 Notary Public in and for Clark
 County, State of Nevada.

My commission will expire:

4/6/72

No. 50521
 FILED AND RECORDED AT REQUEST OF
 TITLE INS. & TRUST CO.
 JUL 19 1971
 AT 1 MINUTES PAST 9 O'CLOCK
 A.M. IN BOOK 2 OF OFFICIAL
 RECORDS PAGE 173-177 LINCOLN
 COUNTY, NEVADA.
Lucille S. Pike
 COUNTY RECORDER

SPACE BELOW FOR RECORDER'S USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

When recorded please return to
 THE FEDERAL LAND BANK OF BERKELEY
 P. O. Box 625
 Berkeley, California 94701

STATE OF NEVADA)
County of CLARK) ss.

On this 22nd day of June, in the year 19 71 ,
before me, Lucille S. Pike, a notary public in and for said County and
State, personally appeared Louise Ouida Whipple Aicher, Keith Murry Whipple and
~~Grandelyn Whipple~~
known to me to be the partner s of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same freely and voluntarily
for the uses and purposes therein contained.

Lucille S. Pike

Notary Public in and for said county and State
Residing at



EXHIBIT "A"

PARCEL I:

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), AND THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3;

THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 4;

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4), AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 10;

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4), AND THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4); OF SECTION 11;

ALL IN TOWNSHIP 9 NORTH, RANGE 63 EAST, M.D.M.

PARCEL II:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE RUNNING NORTH ALONG THE WEST BOUNDARY LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, 370 FEET;

THENCE EAST 825 FEET;

THENCE NORTH 140 FEET;

THENCE EAST 1815 FEET TO THE EAST BOUNDARY LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14;

THENCE SOUTH ALONG SAID BOUNDARY LINE 537 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14;

THENCE WEST 2640 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LANDS DESCRIBED ON THE FOLLOWING DEEDS:

1. DEED FROM JOHN CASTLES TO LOUIS STERNS RECORDED MAY 6, 1882 IN BOOK "P" OF DEEDS, PAGE 257
2. DEED FROM JOHN CASTLES TO HENRY SHARP RECORDED SEPTEMBER 21, 1883 IN BOOK "P" OF DEEDS, PAGE 392.
3. DEED FROM JOHN CASTLES TO WILLIAM M. WILSON RECORDED JANUARY 15, 1885 IN BOOK "P" OF DEEDS, PAGE 506.
4. DEED FROM LOUISE O. WHIPPLE TO LOIS POTTER, ET AL, RECORDED MARCH 9, 1954 IN BOOK "J-1" OF DEEDS, PAGE 488.

PARCEL III:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

PARCEL IV:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14;
THENCE WEST 295 FEET TO THE EASTERLY LINE OF THE HIKO VALLEY HIGHWAY;
THENCE NORTHERLY ALONG SAID HIGHWAY TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE EAST 280 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE SOUTH ALONG THE EAST LINE THEREOF 1320 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, DISTANT 932 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION, BEING A POINT IN THE WEST LINE OF MIKO VALLEY HIGHWAY;
THENCE NORTH 8° EAST 265 FEET ALONG THE WESTERLY LINE OF THE MIKO VALLEY HIGHWAY;
THENCE NORTH 62° WEST 1097 FEET TO THE WEST LINE OF SAID SECTION;
THENCE SOUTH 282 FEET;
THENCE SOUTH 62° EAST 1005 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCELS 4 AND 5 THE INTEREST CONVEYED TO THE STATE OF NEVADA FOR HIGHWAY AND INCIDENTAL PURPOSES BY DEEDS RECORDED MARCH 25, 1948 IN BOOK "H-1" OF DEEDS, PAGE 210 AND RECORDED APRIL 28, 1948 IN BOOK "H-1" OF DEEDS, PAGE 225.

ALSO EXCEPT ANY PORTION OF PARCELS 4 AND 5 NOT INCLUDED WITHIN THE LAND CONVEYED TO D. J. FALLIS BY DEED RECORDED APRIL 18, 1882 IN BOOK "P" OF DEEDS, PAGE 246.

PARCEL VI:

THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

PARCEL VII:

That portion of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 4 South, Range 60 East, M.D.B.M., described as follows:

BEGINNING at the Southeast corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 14, Township 4 South, Range 60 East, M.D.B.M.,
thence running West 280 feet to the East side of the Miko Valley Highway;
thence North along said East side of Highway, 510 feet, more or less, to intersection of road to Miko, Nevada, with Miko Valley Highway; thence along South side of Miko Road to the East boundary line of said Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 14;
thence South along said boundary line, 510 feet, more or less, to Place of Beginning.

Containing 562 acres, more or less.

Subject to existing rights of way.

TOGETHER WITH the right to the use of water flowing in Haggerty Upper Spring, Haggerty Creek and Haggerty Lower Spring for the irrigation of 79.8 acres of the above described land as more fully described in Amended Proofs of Appropriation of Water for Irrigation filed in the office of the State Engineer of Nevada, Nos. 02692, 02693 and 02694.
ALSO, TOGETHER WITH all water rights from all sources used in the operation of this livestock operation.

Sheet 2 of 2 Sheets

Return to: Title Ins. & Trust Co.
SC 20504 (LV 128248-BJ)