

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street
Address
City
State
Zip

CHICAGO TITLE INSURANCE CO.
P. O. BOX 707
LAS VEGAS, NEVADA 89101

LV 46578-200

No. 54255
FILED AND RECORDED AT REQUEST OF
CHICAGO TITLE INS CO.
APR 22 1974
AT 10 MINUTES PAST 12 O'CLOCK
P.M. IN BOOK 10 OF OFFICIAL
RECORDS, PAGE 54 LINCOLN
COUNTY, NEVADA.
[Signature]
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTE:—After having been recorded, This Assignment should be kept with the note and Deed of Trust hereby assigned.

RE- ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to C.D. Stewart all beneficial interest under that certain Deed of Trust dated August 24, 1968, executed by Russell F. Miller, Trustor; to Lawyers Title of Las Vegas, Inc., Trustee; and recorded October 25, 1968, in Book P Page 369 of Mortgages Nevada in the Office of the County Recorder of Lincoln County, Nevada. An undivided one-third (1/3) interest in and to that certain real property described and set forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth herein.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein. Any married woman who signs this Assignment hereby expressly assents to the liability of her separate property.

DATED this 14th day of March 1974

BANK OF AMERICA NT & SA

By: [Signature]
R.E. South, Assistant Vice President
By: [Signature]
G.R. Fear Jr., Assistant Secretary

(ACKNOWLEDGMENT: FOR INDIVIDUALS)

STATE OF CALIFORNIA }
County of _____ } ss.

On this _____ day of _____, 19____, before me, _____, a Notary Public in and for said _____ County, personally appeared

known to me to be the person _____ whose name _____ subscribed to the within instrument, and acknowledged that _____ he _____ executed the same.

WITNESS my hand and official seal.

Notary public in and for said County and State
My Commission expires _____, 19____

(ACKNOWLEDGMENT: FOR CORPORATION)

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 15th day of March, 1974, before me, H.G. Johnson, a Notary Public in and for said Los Angeles County, personally appeared

known to me to be the Assistant Vice President and G.R. Fear, Jr.
known to me to be the Assistant Secretary of _____

the Corporation that executed the within instrument, and also known to me to be the person 8 who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

Notary public in and for said County and State
My Commission expires October 11, 1975



Exhibit "A"

It is expressly agreed that the Trustor shall not be personally liable for the sum due under the terms of the Promissory Note hereafter referred to, nor for any deficiency which might result in the event of the foreclosure of this Deed of Trust, provided, however, that the foregoing limitation of liability shall apply only after the 24th day of September 1972, and then only if all sums due under said Promissory Note to that date have been fully paid without default and all obligations and covenants of Trustor under this Deed of Trust have been fully kept and performed.

Reference is hereby made to Exhibit "B" attached hereto and incorporated herein by reference as though fully set forth herein.

PARCEL I: No Parcel I

PARCEL II:

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 13, Township 3 South, Range 60 East, M.D.B. & M.; and,

The East Half ($E\frac{1}{2}$) of Section 24, Township 3 South, Range 60 East, M.D.B. & M.; and,

The Northeast Quarter ($NE\frac{1}{4}$); the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); and the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) all in Section 25, Township 3 South, Range 60 East, M.D.B. & M.; and

The Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$); the Northwest Quarter ($NW\frac{1}{4}$); the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) and Lot One (1) all in Section 36, Township 3 South, Range 60 East, M.D.B. & M.

PARCEL III:

The Southwest Quarter ($SW\frac{1}{4}$) of Section 18, Township 3 South, Range 61 East, M.D.B. & M.; and,

The North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$); the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$); and the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section 19, Township 3 South, Range 61 East, M.D.B. & M.

PARCEL IV:

Lot Four (4); the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) all in Section 1, Township 4, South, Range 60 East, M.D.B. & M.; and,

Lot One (1); the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$); and the Southeast Quarter ($SE\frac{1}{4}$) all in Section 2, Township 4 South, Range 60 East, M.D.B. & M.; and,

The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); the Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$); and the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) all in Section II, Township 4 South, Range 60 East, M.D.B. & M.

PARCEL V:

The Southwest Quarter ($SW\frac{1}{4}$) of Section 2, Township 5 South, Range 60 East, AND

EXHIBIT "A" (continued)

M.D.B. & M.; and,

The East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); and the Northeast Quarter ($NE\frac{1}{4}$) of Section 3, Township 5 South, Range 60 East, M.D.B. & M.

SAVING AND EXCEPTING therefrom the portion of said land as conveyed to the State of Nevada for highway purposes by Cyril O. Bastian and Vilda Bastian, by Deed recorded March 25, 1948 in Book "H-1" of Real Estate Deeds, page 208, Lincoln County, Nevada Records.

AND

The East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); and the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 10, Township 5 South, Range 60 East, M.D.B. & M.

SAVING AND EXCEPTING therefrom the portion of said land as conveyed to the State of Nevada by Cyril O. Bastian and Vilda Bastian, by Deed recorded January 9, 1956 in Book "K-1" of Real Estate Deeds, page 344, Lincoln County, Nevada records.

AND

The North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$); the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$); and the Southwest Quarter ($SW\frac{1}{4}$) of Section 11, Township 5 South, Range 60 East, M.D.B. & M.

SAVING AND EXCEPTING therefrom the portion of said land as conveyed to the State of Nevada by Cyril O. Bastian and Vilda Bastian in Deed recorded March 25, 1948 in Book "H-1" of Real Estate Deeds, page 209 Lincoln County, Nevada records.

AND

The Northwest Quarter ($NW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$); the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 14, Township 5 South, Range 60 East, M.D.B. & M.

SAVING AND EXCEPTING THEREFROM the portion of said land as conveyed to the State of Nevada by Lincoln Land & Livestock Co. in Deed recorded March 28, 1935 in Book "D-1" of Real Estate Deeds, page 451, Lincoln County, Nevada Records.

AND

The Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 15, Township 5 South, Range 60 East, M.D.B. & M.

SAVING AND EXCEPTING THEREFROM the following described portion of said land, as conveyed to Crystal Springs Ranch, Inc. by C.O. Bastian in Deed dated October 4, 1966, and recorded October 13, 1966 in Book "N-1" of Real Estate Deeds, page 141 of Lincoln County, Nevada records, as follows:

The Southwest Quarter of Section 2, Township 5 South, Range 60 East, M.D.B. & M., the North Half ($N\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 11, Township 5 South, Range 60 East, M.D.B. & M.; that portion of the Northeast Quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 10, Township 5 South, Range 60 East, M.D.B. & M. lying Northerly of State Highway 38, excepting therefrom the Southwesterly 200 feet measured at right angles to and equidistant from the highway center line of said State Highway 38, That portion of the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) lying easterly of the following described line, said line

AND

EXHIBIT "A" (continued)

being approximate centerline of Old Hiko Highway; Commencing at the quarter Section corner common to Sections 2 & 3; thence $42^{\circ} 42'$ West 600.33 feet; thence South $22^{\circ} 08'$ West 1267.66 feet; thence South $52^{\circ} 29'$ West 540 feet to the East $1/16$ line of said Section 3. Together with a non-exclusive easement for road ingress and incidental purposes over and across the Westerly 25 feet of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section II, Township 5 South, Range 60 East, M.D.B. & M.

Interest in Six Mile Spring and any and all grazing rights which may go with said Spring located in Lincoln County, Nevada, described as follows:

Part or all of Sections 23, 24, 25, 26, 27, 28, 32 through 36, Township 4 South, Range 61 East, M.D.B. & M.; Part or all of Sections 19, 20, 29, 30, 31, 32, 33, Township 4 South, Range 62 East, M.D.B. & M.; Part or all of Sections 1 through 5, 7 through 29, 33, 34, 35, 36, Township 5 South, Range 61 East, M.D.B. & M.; Part of all of Sections 3 through 9, 16 through 21, 28 through 33, Township 5 South, Range 62 East, M.D.B. & M.; Portion of Section 6, Township 6 South, Range 62 East, M.D.B. & M.

PARCEL VI:

A five-twelfths ($5/12$) interest in and to Crystal Springs and water flowing therefrom.

*MS
Est
Ref*

R I D E R

This Rider, Exhibit "B", is a part of the deed of trust to which it is attached and as additional paragraphs and provisions thereof.

TRUSTOR hereby covenants and agrees with the Beneficiary as follows:

1. That Trustor will perform, keep current, pay and discharge, each and all of the obligations of each and all of the permits covering grazing or being applicable to grazing, and covering water rights or being applicable to water rights and referred to or set forth in the descriptions contained in this trust deed, and will perform or keep current and renew or extend, as the case may be, and as required by the rules and regulations of the United States Department of Interior or the laws of the United States, said permits for grazing.
2. To perform and observe the covenants, conditions and stipulations contained in said permits or renewals or extensions thereof;
3. To comply with the rules and regulations of the United States Department of Interior and the laws of the United States applicable to said permits; to make application and do any and all things necessary to obtain extension or renewal of said permits during the term of this deed of trust.
4. That in the event that Trustor fails to pay, when due, any rent or charges payable under said permits or renewal or extension thereof, or under the rules and regulations of the United States Department of Interior and the laws of the United States, Beneficiary may make such payment, and the amount paid therefor shall become a part of the indebtedness secured by the lien of this deed of trust and bear interest from the date of payment at the rate and as specified in the note secured hereby on the principal thereof.
5. That in the event Trustor fails to perform all and singular, the covenants, conditions and agreements contained in this deed of trust, including this Rider, or upon receipt by the Beneficiary of notice of the Trustor's failure to comply with the terms of any permit, the regulations of the United States Department of Interior or the laws of the United States applicable thereto; the Beneficiary may exercise any or all rights provided by the terms of the deed of trust to which this Rider is attached in case of any default on the part of the Trustor.
6. That this Rider shall be, and is, a part of the deed of trust to which it is attached, to the same extent as if it were set out in full therein.

EXHIBIT "B"