

Lincoln County

5.4 (Rev 9-64) **DEED OF TRUST**

Recording requested by and to be returned to:

THIS DEED OF TRUST, made DECEMBER 2, 1974, between GEYSER RANCH, NEVADA

and UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Grantor,
a corporation, having its principal place of business in RICHFIELD, UTAH,
and UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Trustee,
a corporation organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933, as amended, Beneficiary.

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 LINCOLN, State of NEVADA, to-wit:

All that real property situate in the Co., of Lincoln, State of Nevada, described as follows:

PARCEL 1: The S 1/2 of the SW 1/4 of Sec. 15, The SE 1/4 of the SE 1/4 of Sec. 16; the E. 1/2 of the NE 1/4 of Sec. 21; the W. 1/2 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Sec. 22, all in Tp. 6 N. R. 66 E. M.D.M.

EXCEPTING THEREFROM the following two parcels:

(1) a parcel of land 100' by 100' conveyed to Lincoln Co. Telephone system, Inc. by Deed recorded Feb. 16, 1970 in Book "0-1" of Real Estate Deeds, Page 4, Official Records, Lincoln Co., Nev. Located in the NE cor. of the SE 1/4 of the SW 1/4 of Sec. 15, Tp. 6 N., R. 66 E. M.D.M. Lake Valley, Lincoln Co. Nev. described as:

Beg. at the NE cor of said SE 1/4 and run. th. S. along the 1/4 Sec. line 100' th. at right angle 100' W. th. at right angle 100' N. th. at right angle 100' E. to the place of beg.

(2) Beg. at a pt. which bears N. 53° 25'40" W. for a distance of 198.5' from 1/4 cor. of Sections 15-22 Tp. 6 S. R. 66E, M.D.M. th. Due S. a distance of 90' to a pt. in the NW 1/4 Sec. 22, th. due E. for a distance of 80' to a pt. in the NW 1/4 Sec. 22; th. due N. for a distance of 90' to a pt. in the SW 1/4 Sec. 15, th. due W. for a distance of 80' to said pt. of beg. as conveyed to the Lincoln Co. Power District No. 1, by said Deed recorded Feb. 2, 1970 in Book "N-1" of Real Estate Deeds, Page 498, Official Records, Lincoln Co., Nev.

PARCEL 11: The W 1/2 of the NW 1/4; The N 1/2 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Sec. 27, the NE 1/4 of the SE 1/4 and the E 1/2 of the NE 1/4 of Sec. 28, all in tp. 6 N. Range 66 E., M.D.M.

PARCEL 111: The E 1/2 of Sec. 3, Tp. 5 N. R. 66 E., M.D.M.

PARCEL 1V: The E 1/2 of the SE 1/4 of Sec. 21, the SE 1/4 of the NW 1/4 the SW 1/4 of Sec. 22, and the NE 1/4 of the NW 1/4 of Sec. 27, all of which are in Tp. 6 N. R. 66 E. M.D.M.

PARCEL V: The W. 1/2 of Sec. 34, Tp. 6 N. R 66 E. M.D.M.

PARCEL VI: Those certain parcels of land in Lincoln Co., Nev. all being in Tp. 9 N. R. 66 E. M.D.B.&M., more particularly described as follows:

SECTION 6: The W 1/2 of the NW 1/4 being lots 4 & 5 of the NW 1/4; the E 1/2 of the NW 1/4 the W 1/2 of the NE 1/4; the W. 1/2 of the SW 1/4 being lots 6 & 7 of the SW 1/4; the E. 1/2 of the SW 1/4 and the W 1/2 of the Se 1/4

SEC. 7: The NW 1/4 being lots 1 & 2 of the NW 1/4 & E 1/2 of the NW 1/4 the W. 1/2 of the NE 1/4 the SW 1/4 being lots 3 & 4 of the SW 1/4 and the E. 1/2 of the SW 1/4; the W 1/2 of the SE 1/4.

Sec. 18: The NW 1/4 being lots 1 and 2 of the NW 1/4 and the E 1/2 of the NW 1/4 the W. 1/2 of the E. 1/2; the SW 1/4.

Sec. 19: The W. 1/2 and the W 1/2 of the E 1/2

SEC. 30: The W 1/2 and the W 1/2 of the E 1/2

Sec. 31: The NW 1/4 the W 1/2 of the NE 1/4 the N 1/2 of the SW 1/4 and the NW 1/4 of the SE 1/4. And the following parcels, all being in Tp. 9 N. R. 65 E., M.D.B.&M. more particularly described as follows:

Sec. 1: The NE 1/4 being lots 1 & 2 of the NE 1/4 and the S 1/2 of the NE 1/4 SE 1/4; Lot 3 being the NE 1/4 of the NW 1/4 the SE 1/4 of the NW 1/4 and the E 1/2 of the SW 1/4.

Sec. 12: The E 1/2 of the E 1/2 of the W 1/2

Sec. 13: The SE 1/4; the SW 1/4 the NE 1/4 and the E 1/2 of the NW 1/4.

Reference is made to the attached rider which is incorporated herein to the same purpose and effect as if recited herein at length.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic use thereon, 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

Lincoln County

fixtures; together with all tenements, hereditaments, easements, rights of way and appurtenances to said land and all rents, issues and profits of said land with the right, but not the obligation, to collect the same, which right may be exercised by the 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 Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is intended to secure, and does hereby secure, the payment of indebtedness evidenced by promissory note(s) in favor of the Beneficiary described as follows:

Dated	Amount	On demand; or, if no demand is made, then on	Dated	Amount	On demand; or, if no demand is made, then on
11/29/74	\$500,000.00	12/6/81			

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 sums 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 or 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 assigned.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, rentals, royalties and other revenue from all present and future oil, gas, 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 such taxes, assessments or liens without notice and that said Grantor will repay the Beneficiary on demand all sums so paid with interest at the same rate per annum as set forth in the note or notes herein described and this Deed of Trust shall be security for all sums so paid 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 property; will, at Grantor's expense: (a) forever warrant and defend title to said security; (b) protect the security and lien 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 mortgagee 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 sale;
- (4) Beneficiary may: (a) change any Trustee by certificate referring in general terms to all deeds of trust held by Beneficiary, which shall include this Deed of Trust and which upon recordation shall be conclusive proof of a proper substitution of the successor, 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 condemnation or bankruptcy 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;
- (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, attorney fees, title expenses, indebtedness secured hereby, and any surplus to parties entitled thereto. The recitals 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 remainder of said premises for the full amount of said indebtedness then remaining;
- (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 hereinabove written.

GEYSER RANCH, NEVADA

Address

Jean Travis Witts
(Jean Travis Witts)

David A. Witts
(David A. Witts)

(Shirley Noreen McCrosky)

Max McCrosky
(Max McCrosky)

Shirley Noreen McCrosky

State of Texas County of Dallas ACKNOWLEDGMENT (Individual Form)
On Dec. 11, 1974, before me, the undersigned Notary Public in and for said County and State, personally appeared David A. Witts and Jean Travis Witts

known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. My commission expires June 1, 1975

Thelma I. McMullin
Thelma I. McMullin
Notary Public
in and for said County and State

Sec. 14: The SE 1/4 of the SE 1/4
 Sec. 23: The E 1/2 of the NE 1/4 and the E 1/2 of the SE 1/4.
 Sec. 24: All
 Sec. 25: All
 Sec. 26: The NE 1/4 and the E 1/2 of the SE 1/4
 Sec. 35: The E 1/2 of the NE 1/4 and the NE 1/4 of the SE 1/4.
 Sec. 36: The N 1/2 and the N 1/2 of the S. 1/2
 and that certain parcel bein in Tp. 5 N., R. 66 E. M.D.B.&M., more particularly described
 as follows.
 Sec. 4: The SE 1/4 of the SW 1/4

ACKNOWLEDGMENT

State of UTAH

County of SEVIER

On DECEMBER 18, 1974, before me, the undersigned Notary Public in
and for said County and State, personally appeared _____

Max McCrosky and Shirley Noreen McCrosky

known to me to be the persons described in and whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

My commission expires:

My Commission Expires March 15, 1976

Jessamine Davis

Notary Public
in and for said County and State

No. **55608**

FILED AND RECORDED AT REQUEST OF
Utah Farm Prod. Credit Assn.

Dec. 23, 1974

AT 1 MINUTES PAST 1 O'CLOCK

P.M. IN BOOK 12 OF OFFICIAL

RECORDS, PAGE 372-374 LINCOLN

COUNTY, NEVADA.

[Signature]
COUNTY RECORDER