

5.4 (Rev 9-64)

DEED OF TRUST

Recording requested by and to be returned to:

THIS DEED OF TRUST, made APRIL 14, 1975, between

DON SCOTT WADSWORTH AND MARCIA WADSWORTH, HIS WIFE;  
OF PANACA, NEVADA

and UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Grantor,  
a corporation, having its principal place of business in RICHFIELD, UTAH as Trustee,  
and UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH  
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 UTAH, to-wit:

Lot#70 in Sun Gold Manor together with three bedroom house and improvements

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 subject 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
3/19/75	45,804.00	4/6/76			

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:

- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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.

Address

Marcia Wadsworth  
(Marcia Wadsworth)

Don Scott Wadsworth  
(Don Scott Wadsworth)

State of Nevada as. ACKNOWLEDGMENT  
(Individual Form)  
County of Lincoln  
On April 22, 1975, before me, the undersigned Notary Public in and for said County and State, personally appeared Marcia Wadsworth and Don Scott Wadsworth

known to me to be the person(s) described in and whose names they subscribed to the within instrument, and acknowledged to me that they executed the same.  
My commission expires:

MARGARET H. JONES  
Notary Public - State of Nevada  
Lincoln County  
My Commission Expires July 30, 1976

Margaret H. Jones  
Notary Public  
in and for said County and State

No. 56547  
FILED AND RECORDED AT REQUEST OF  
Utah Farm Prod. Credit Asso.  
May 5, 1975  
AT 30 MINUTES PAST 2 O'CLOCK  
P. M. IN BOOK 14 OF OFFICIAL  
RECORDS, PAGE 127-128 LINCOLN  
COUNTY, NEVADA.

Don Scott Wadsworth  
COUNTY RECORDER