RECORDING REQUESTED BY 56781 FILED AND RECORDED AT REQUEST OF Wtah Farm Prod. Credit Aso. AND WHEN RECORDED MAIL TO luga 2, 1975 AT 1 MINUTES PAST 9 D'CLOCK UTAH FARM PRODUCTION CREDIT M IN BOOK 14 OF OFFICIAL ASSOCIATION RECORDS, PAGE 412-414 LINCOLN 190 NORTH MAIN COUNTY, NEVADA. RICHFIELD, UTAH 84701 Burde. SPACE ABOVE THIS THE FOR MECONDER'S US DEED OF TRUST

THIS DEED OF TRUST, made MAY 7, 1975 , between KENT WHIPPLE AND JANE WHIPPLE, HIS WIFE; OF HIKO, NEVADA

SECONDARY OF RICHFIELD, UTAH

a corporation, having its principal place of business in RICHFIELD, UTAH ASSOCIATION OF RICHFIELD, UTAH ASSOCIATI

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

TOCETMER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating sand lands and for domestic use thereon, including ditches, laterals, conduits, and rights of way used to convey such or hereafter used in connection therewith, and all wind machines used on said land, and all pumping plants now machines are hereby declared to be fixtures; together with all tenements, hereditements, esseements, rights of way and collect the same, which right may be exercised by the Reneficiary while in or out of possession and either prior to or after any default by the Grantor.

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## Lincoln County

to have AD to found the same unto the finalize and to its successors and masigns 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 as follows:

Dated	Amount	On demand; or, if no demand is made, then on	Dated	Amount	On demand; or, if no
5/7/75	243,000.00	5/6/76			demand is made, then on
with interest, se	id note(s) having	been executed by one on			

with 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 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

Grantor requests that a copy of any notice of default and of any notice of male 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 sums so posid with interest at the same rate in effect for new loans of the same credit classification as Grantor at the time said sum is paid 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 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, purchase at any Trustee's sale;
- (4) Beneficiary may: (a) change any Trustee by certificate referring specifically to any deed of trust or referring in general terms to all deeds of trust held by Beneficiary, which upon recordation shall be conclusive proof frustee predecessor, without the necessity of a deed from the retiring to the new Trustee; (b) litigate any matters, peness and attorney fees therefor, and advance money for payment thereof and of all Grantor's obligations incurred shall be immediately payable and a part of the debt secured hereby. All condemnation awards and damages shell be peid to Beneficiary:
- (5) The Trustee may: (a) at any time reconvey, without warranty, any portion of the security and conment to eugenents; (h) 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 or persons legally entitled thereto' and place of sale; (d) apply sale proceeds to expenses thereof, attorney fees, title expenses, indebteness secured berein, and any surplus to parties entitled thereto. Recitals in full and in partial reconveyances and in any trustee's deed shall be conclusive;
- (c) 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 essigns of each Grantor.

Executed the date first	t hereinabove written.			, /	1.1.Cc
			(Jane Whipp		pp.cc.
			and the	Rich	
			(Kent Whipp	14	
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County of Track	Por In				
appeared True	20 legger the	undersigned Notary Pu	bric in and for	said County and	State, personally
to me to be the person() to me that execut My commission expires:	B) described in and whose	name(a) subs	scribed to the	within instrumen	known
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		m Mewada A A Maria A A Maria Maria	Notery Publi	c in and for sai	County and State

## PARCEL 1:

The Northeast Quarter of Section 19; East Half of the Northwest Quarter of Section 19; East Half of the Southwest Quarter of Section 18; and the Southwest Quarter of the Southeast Quarter of Section 18, all in Township 6 South, Range 61 East, Mount Diable Base and Maridian.

Excepting therefrom all state and county roads and highways.

Further excepting the following described parcel: A parcel of land situate on the Westerly side of Highway 93 and being in the Southeast Quarter of the Northeast Quarter of Section 19, Township 6 South, Range 61 East, Mount Diablo Base and Heridian, and further described as follows:

Beginning at a point where the Westerly right-of-way line of State Highway 93 intersects the South boundary line of said Southeast Quarter of the Northeast Quarter of Section 19, said point of beginning further described as bearing West 216.79 feet from the East Quarter corner of said Section 19; thence running West along said South boundary of said Southeast Quarter of the Northeast Quarter of Section 19, 975 feet; thence in a Northerly direction 575 feet; thence in a Easterly direction 1050 feet to the Westerly boundary of said Righway 93 right-of-way; thence Southerly along said right of way line 600 feet to the place of beginning, as conveyed to Norvin Mann by deed recorded March 27, 1967 in Book "N-1" of Real Estate Deeds, Page 178, subject to the terms, covenants and conditions provided therein.

## PARCEL 2:

The Northwest Quarter of the Southeast Quarter of Section 18, Township 6 South, Range 61 East, Hount Diablo Base and Meridian.

CONTAINING 386.75 acres, more or less.

SUBJECT TO existing rights of way.

TOGETHER WITH the right to the use of water from Ash Spring Creek for the irrigation of 210.40 acres of the above described land under State of Nevada Certificate of Appropriation of Water No. 306, Proof No. 01394, as more fully described in that certain Decree entered by the Tenth Judicial District Court of Lincoln County, Nevada, on October 14, 1929, entitled "Determination of Relative Rights in and to the Waters of Pahranagat Lake and its Tributaries in Lincoln County, State of Nevada."

ALSO TOGETHER WITH 207 acres (shares) in the Ash Springs Water Users Association.

EXHIBIT A