

WHEN RECORDED, MAIL TO:

Robert L. Gardner, Esq.
93 West 200 South
Cedar City, Utah 84720

No. 57560
FILED AND RECORDED AT REQUEST OF
Robert L. Gardner
Dec. 24, 1975
AT 1 MINUTES PAST 1 O'CLOCK
LINCOLN COUNTY, NEVADA, RECORDS
[Signature]
Space Above for Recorder's Use

Trust Deed

THIS TRUST DEED is made this 8th day of December, 1975,
between HOWARD THORLEY and TREVA PEG THORLEY, husband and wife, as Trustor,
and FRED BERGSTROM and CONNIE S. BERGSTROM, husband and wife,
whose address is 507 South 300 West, Cedar City, Utah
(Street and Number) (City) (State)

ROBERT L. GARDNER, 93 West 200 South, Cedar City, Utah, as Trustee,* and
J. M. HAMMON and GLADYS HAMMON, husband and wife, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER
OF SALE, the following described property situated in Lincoln County, NEVADA:
SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5; NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6;
all in T2S, R67E, Mt. Diablo Base and Meridian. Together with a
water right evidenced by Water Certificate No. 4692 issued by the
State of Nevada.

Together with grazing privileges issued by or held under the United
States of American, Bureau of Land Managment, as follows:
3,704 AUM in the Thorley Allotment, Panaca Unit; and
98 AUM in the Highland Peak Allotment, Delamar Unit. The
grazing privileges are for sheep, and the grazing period is
(Continued on Reverse Side)

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way,
easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances
thereunto now or hereafter used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory
note of even date herewith, in the principal sum of \$10,000.00, payable to the order of
Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any
sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and
assessments on water or water stock used on or with said property, not to commit waste, to maintain
adequate fire insurance on improvements on said property, to pay all costs and expenses of collec-
tion (including Trustee's and attorney's fees in event of default in payment of the indebtedness se-
cured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee
hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale
hereunder be mailed to him at the address hereinbefore set forth.

[Signature]
Howard M. Thorley
[Signature]
Trevia Peg Thorley
[Signature]
Fred Bergstrom
[Signature]
Connie S. Bergstrom

STATE OF UTAH
COUNTY OF IRON

On the 8th day of December, 1975, personally appeared before me
HOWARD THORLEY and TREVA PEG THORLEY husband and wife, and FRED BERGSTROM
and CONNIE S. BERGSTROM, husband and wife, the signers.

of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Cedar City, Utah

My Commission Expires: 2/5/77

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and
loan association authorized to do such business in Utah; a corporation authorized to do a trust business in
Utah; or a title insurance or abstract company authorized to do such business in Utah.

* * * * *

March 1 to May 15 and October 16 to February 28 each year.

Together with all range improvements heretofore made by the Grantors and cooperative agreements and/or permits to construct and maintain range improvements, approved or issued by the Bureau of Land Management.

Together with Forest Service grazing permit known as the Willis Creek Allotment for 1200 head of sheep in Kane County, Utah, grazing period from June 15 to October 1 of each year.

Together with all rights, privileges, and improvements thereunto belonging or in anywise appertaining.

Also, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, T1S, R67E, Mt. Diablo Base and Meridian.

Together with all rights, privileges and improvements thereunto belonging or in anywise appertaining.

* * * * *

This property is already subject to a first lien in favor of the Federal Land Bank of Berkeley, which obligation the Beneficiaries have agreed to assume and pay; provided, however, it is agreed that in the event the Beneficiaries fail to make any annual payment on the first lien as the payment is due, that the Trustors may make said payment for the annual payments due under the obligation secured by this trust deed, which payment shall constitute payment to the Beneficiaries.

12/5/75
J. M. Hammon