

5.4 (Rev 9-64)

DEED OF TRUST

Recording requested by and to be returned to:

UTAH FARM PRODUCTION CREDIT ASSN.
P. O. Box 459
Cedar City, Utah 84720

No. 57.12
FILED AND RECORDED AT REQUEST OF
Utah Farm Prod. Credit Asso.
Feb. 10, 1976

AT 1 MINUTES PAST 1 O'CLOCK
P. M. IN BOOK 16 OF OFFICIAL
RECORDS, PAGE 3286330 LINCOLN
COUNTY, NEVADA.

James H. ...
COUNTY RECORDER

THIS DEED OF TRUST, made December 2, 1975, between KENT WHIPPLE AND JANE WHIPPLE,
HIS WIFE, OF HIKO, NEVADA

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

Reference is made to the attached rider and 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 con-
nection 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
12/2/75	243,000.00	5/6/76			

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:

- (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.

Address

Jane Whipple
 (Jane Whipple)
Kent Whipple
 (Kent Whipple)

State of Utah COUNTY OF Iron as. ACKNOWLEDGMENT (Individual Form)
 On 2-3-76, before me, the undersigned Notary Public in and for said County and State, personally appeared JANE AND KENT WHIPPLE
 known to me to be the persons described in and whose names subscribed to the within instrument, and acknowledged to me that THEY executed the same.
 My commission expires: 9-22-79
Yvonne Lake
Redox City, Iron Co.
 Notary Public
 in and for said 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 Diablo Base and Meridian.

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 Meridian, 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 Highway 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, Mount 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 Pahrnagat 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