

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 12<sup>th</sup> day of April, 1976, by and between IMPERIAL FARMS LAND AND CATTLE CO., INC., a California Corporation, of 754 Desert Gardens Drive, El Centro, California 92243, hereinafter called "Grantor", and NEVADA NATIONAL BANK of Ely, Nevada, hereinafter called the "Trustee", and JAY WRIGHT and MARJORIE WRIGHT, husband and wife, of Hiko, Nevada, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to wit:

TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.B.&M.

Section 27: SE 1/4 and the S 1/2 of the SW 1/4  
Section 28: S 1/2 of the SE 1/4

Together with Grantor's undivided interest in and to the following described property:

(a) T. 5 N., R. 67 E., M.D.B.&M.

An undivided 3/16 interest in:  
Section 16, E 1/2 SE 1/4  
Section 15, W 1/2 SE 1/4; SW 1/4

(b) Also, a 175/1600 interest, a 45/1600 interest, and a 5/360 interest in a 174/1600 interest in the lands and water rights described and designated as follows:

(1) T. 4 N., R. 68 E., M.D.B.&M.

Section 1, Lot 2  
Section 3, NW 1/4 SW 1/4  
Section 4, SE 1/4 NE 1/4  
Section 12, SE 1/4 NE 1/4  
Section 14, N 1/2 SE 1/4  
Section 25, SW 1/4 NW 1/4  
Section 26, NE 1/4 SE 1/4

(2) T. 5 N., R. 68 E., M.D.B.&M.

Section 2, NE 1/4 SW 1/4  
Section 6, Lots 5 and 6; SW 1/4 SE 1/4  
Section 7, NW 1/4 NE 1/4; SE 1/4 NE 1/4  
Section 9, NE 1/4 SE 1/4  
Section 17, NW 1/4 NE 1/4  
Section 21, SE 1/4 SW 1/4  
Section 26, SW 1/4 NE 1/4; E 1/2 SE 1/4;  
SW 1/4 SE 1/4  
Section 27, SE 1/4 NE 1/4  
Section 28, W 1/2  
Section 32, NE 1/4 NE 1/4

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ATTORNEY AT LAW  
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TELEPHONE 288-4431

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Section 33, NW 1/4; N 1/2 SW 1/4

(3) T. 6 N., R. 68 E., M.D.B.&M.

- Section 10, E 1/2 SW 1/4
- Section 12, S 1/2 NE 1/4; SW 1/4 SW 1/4
- Section 15, E 1/2 NW 1/4
- Section 24, NW 1/4 SW 1/4
- Section 23, NW 1/4 SW 1/4; SE 1/4 SW 1/4
- Section 29, SW 1/4 NE 1/4
- Section 35, NE 1/4 NE 1/4
- Section 36, SE 1/4 SW 1/4

(4) T. 5 N., R. 69 E., M.D.B.&M.

- Section 1, SE 1/4 SW 1/4
- Section 3, Lot 4
- Section 4, SE 1/4 NE 1/4
- Section 5, SW 1/4 SW 1/4
- Section 8, N 1/2 NW 1/4; SE 1/4 NW 1/4;  
E 1/2 SW 1/4; SW 1/4 SE 1/4
- Section 15, NW 1/4 SW 1/4
- Section 17, NW 1/4 NE 1/4
- Section 24, NE 1/4 NW 1/4

(5) T. 6 N., R. 69 E., M.D.B.&M.

- Section 7, Lot 2, SW 1/4 NE 1/4
- Section 19, NE 1/4 NE 1/4
- Section 21, SE 1/4 NW 1/4
- Section 30, Lot 2
- Section 31, NW 1/4 SE 1/4

(c) Together with all of those water rights as designated by the following numbers of the Certificate of Appropriation in the office of the State Engineer of Nevada, to-wit: Numbers 02201, 02198 to 02200, 02111 to 02125 and numbers 01970 to 02027 and those Springs known as Six Mile, Blind Mountain Springs, Simpson Spring No. 1 and No. 2 and Bristol Pipeline.

Together with that certain water right from an underground source, Application No. 21616, Certificate Record No. 7809, filed in the Office of the State Engineer of the State of Nevada, and together with any and all other water, water rights, water applications and water permits or privileges connected with, belonging, appurtenant or incident to the lands to be conveyed, or used in connection with all, or any part of the above-described premises, or used, or usable in connection therewith, and all dams, reservoirs and ditches, canals, or other works for storage or carrying of water, now owned by the Sellers, or in which they have any interest.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$144,033.34 together with interest thereon at Eight Percent (8%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure

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1 the payment of all other moneys herein agreed or provided to  
2 be paid by the said Grantor, or which may be paid out or advanced  
3 by the Beneficiary or Trustee, whether such payments or advancements  
4 are made under the provisions of this instrument or otherwise,  
5 with the interest in each case; and also the payment of all advance-  
6 ments or renewals of the aforesaid Note, or any indebtedness  
7 secured by this Deed of Trust.

8 TOGETHER WITH ALL AND SINGULAR, the tenements, heredi-  
9 taments and appurtenances thereunto belonging, or therewith had  
10 and enjoyed, and the reversion and reversions, remainder and  
11 remainders, rents, issues and profits thereof.

12 TO HAVE AND TO HOLD, the said premises, together  
13 with the appurtenances, unto the said Trustee, and to his heirs,  
14 successors and assigns for the uses and purposes therein mentioned.

15 THIS DEED OF TRUST shall be security for all indebted-  
16 ness not otherwise herein provided for that may hereafter during  
17 the continuance of this Deed of Trust be due, owing and existing  
18 from the said Grantor to the said Beneficiary.

19 The following covenants, Nos. 1; 2 (Insurance),  
20 ; 3; 4 (Interest) 8% per annum; 5; 6; 7 (Attorney's  
21 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made  
22 a part of this Deed of Trust.

23 Said Grantor, in consideration of the premises,  
24 hereby covenants and agrees that neither the acceptance nor exist-  
25 ence, now or hereafter, of other security for the indebtedness  
26 secured hereby, nor the release thereof, shall operate as a waiver  
27 of the security of this Deed of Trust, nor shall this Deed of  
28 Trust nor its satisfaction, nor a reconveyance made thereunder,  
29 operate as a waiver of any such other security now held or hereafter  
30 acquired.

31 Said Grantor further covenants and agrees that he  
32 will, during the life of this Deed of Trust, keep the buildings,  
33 structures and improvements situate and being upon the above  
34 described real property in as good a state of repair as the same  
35 now are, and that in the event that the said Grantor makes any  
36 alterations or improvements in or upon or to the structures and  
37 buildings situate on the above described premises, that the said  
38 Beneficiary shall be protected from any mechanics' liens of any  
39 kind whatsoever either for work and labor done or performed or  
40 materials furnished, and to that end the said Grantor agrees  
41 to file a Notice of Non-Responsibility in accordance with the  
42 requirements of the Statutes of the State of Nevada. It is further  
43 understood and agreed that the breach of either, any or all of  
44 the conditions herein set forth shall be sufficient ground for  
45 the Beneficiary to proceed to foreclose the said Deed of Trust  
46 in accordance with the provisions of the Statutes of the State  
47 of Nevada, as in such cases made and provided.

48 The undersigned Grantor requests that a copy of  
49 any Notice of Default and of any Notice of Sale hereunder be  
50 mailed to him at his address hereinbefore set forth.

51 The word "Grantor" and the language of this instrument  
52 shall, where there is more than one Grantor, be construed as  
53 plural, and be binding on all Grantors, and upon his or their  
54 heirs, successors, executors, administrators and assigns.

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This Deed of Trust is subject to a Deed of Trust from Jay Wright and Marjorie Wright in favor of Federal Land Bank of Berkeley, and which said Deed of Trust is of record in Book "R" Miscellaneous Records, Page 251, Lincoln County, Nevada, and upon which said Deed of Trust there is an unpaid balance in the sum of \$47,666.66.

IN WITNESS WHEREOF, the said Grantor has hereunto caused the foregoing to be executed the day and year first above written.

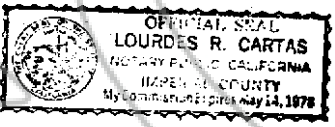
IMPERIAL FARMS LAND AND CATTLE CO., INC.

By Fred M. Jenkins  
President

ATTEST:  
[Signature]  
Secretary

State of Nevada,  
County of White Pine } ss.

On Fred M. Jenkins, 1976, personally appeared before me, FRED M. JENKINS, who acknowledged that he executed the above instrument on behalf of said corporation.



[Signature]  
Notary Public

No. 18192  
FILED AND RECORDED AT REQUEST OF  
Frontier Title Co.  
June 2, 1976  
AT 1 MINUTES PAST 9 O'CLOCK  
A.M. IN BOOK 17 OF OFFICIAL  
RECORDS, PAGE 211 LINCOLN  
COUNTY, NEVADA  
[Signature]  
COUNTY RECORDER

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