	1	
5,4 (Rev. 8 - 74)	59004	
AND WHEN RECORDED MAIL TO NAVE  STREET ADDRESS CHY STATE ZIP	THE AND RECOVED AT A DOCTOR LAND RECORDER'S USE	
	DEED OF TRUST	\

		on			, as Grant
Utah F	агт	PRODUC	TION CREDIT ASSOCIA	ATION, a corporation, having	its principal pl
	Cedar City.	litah	as Trustee, and	Utah Farm	
business in	EDIT ACCOCIATIO	N a corporation	existing and operating unc	der the provisions of Title II of	f the Farm Cre
ODECTION C	EDIT ASSOCIATIO	Description	Keraig and opining	1	
t of 1971; and a	imendments thereto,	, Benericiary.		\ . \	
		أفسيت بمانين فالمناف	conveys and confirms ut	nto said Trustee, with power of	sale the follow
WITNESSET	H: That the said Go erry situate in the Co	rantor nereby gramit	S. COURCA S AND COMMISS -	State of Neyad	

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

TOG! THER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic stock watering uses, 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 fixtures; all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way and appurtenances all grazing leases, permits, and licenses used with said land; 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 Grant.

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## Lincoln County

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agree-

existing and future indebtedness owed by Grantor to Beneficiary evidenced by a promissory note, guaranty, or otherwise: (C) All additional sums and future advances which Beneficiary at its option may hereafter lend to or on behalf of the Beneficiary, including the additional parties named immediately below: (D) All interest accrued on indebtedness secured hereby at the rate established under the Beneficiary's interest rate program including any variable interest rate provision which increases or decreases said rate from time to time pursuant to authority granted in the Farm Credit Act of 1971, and amendments thereto: (F) All substitute notes, renewals, reamortizations, and extensions of indebtedness secured by this Deed of Trust; (F) All other obligations of Grantor under this document, the promissory note(s) evidencing the indebtedness secured hereby and any loan document executed by Grantor in favor of Beneficiary. The term "Grantor", as used in this Deed of Trust to refer to the indebtedness, loan, or obligations being secured, means and includes any or all of the parties named as Grantor or the following additional parties:

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, and all money payable to Grantor in the event of cancellation of any grazing leases, permits, or licenses used with said land.

Grantor hereby 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 in effect for Grantor's loan 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 1971 and amendments thereto; 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 default or breach of any debt or obligation secured hereby Beneficiary may: (a) take possession of said premises with all rights of mortgagee in possession or have a receiver appointed; (h) 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 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 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 in effect for Grantor's loan, 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. 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) Fach 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;

Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at his address

Address	D/4 Enterprises, Inc.
Alamo, Nevada	By: (Steve Nedlin, President)
Wikieup, Arizona	(John D. Medlin, Vice President)
Wikieup, Arizona	(Katherine L. Medlin, Secretary)
Alamo, Nevada	(Glenda Medlin, Asst. Sec., Treas.)
State of Assault	(Official Monary)
Country of Mallour	d Notary Public in and for said County and State, personally appeared
	midlen, Katherweck milling
known to me to be the person(s) described in and whose na	me(s)subscribed to the within instrument, and acknowledged
to me that $\frac{u_{2}}{u_{3}}$ executed the same.  My commission expires: $\frac{1}{2}$	Bith Short
my commission expans. 77/2///	maliane County, Ungorea
	Notary Public in and for said County and State  BOOK 19 PAGE 267

## EXSIBIT "A"

## PARCEL 1

The Cadwalader Lode and Millsite, mining certificate No. 345. Lot No. 41 A and 41B. General Land Office No. 3379, being a Parented Mining and Millsite Claim, situate in the Tempiute Mining District. Lincoln County, Nevada.

#### PARCET 1

The Dunbarton Lode, Mineral Certificate No. 346, Lot No. 42A General Land Office No. 3380, being a Patented Mining Claim, situate in the Tempiute Mining District, Lincoln County, Nevada.

#### PARCEL 3

The Prodigal Lode, Mineral Certificate No. 348, Lot No. 44, General Land Office No. 3382, being a Patented Mining Claim, situate in the Tempiute Mining District, Lincoln County, Nevada.

#### PARCEL 4

The Tattler Lode, Mineral Certificate No. 350. Lot No. 46, General Land Office No. 3384, being a Patented Mining Claim, situate in the Tempiute Mining District Lincoln County. Nevada.

# PARCEL 5

The Bond Lode, Mineral Certificate No. 352, Lot No. 48, General Land Office No. 3386, being a Patented Mining Claim, situate in the Tempiute Mining District, Lincoln County, Nevada.

# PARCEL 6

The Hope Lode, Mineral Certificate No. 353, Lot No. 49, General Land Office No. 3387 being a patented mining claim, situate in the Tempiute Mining District, Lincoln County, Nevada.

## PARCEL 7

The Poorman No. 2 Lode, Mineral Certificate No. 355, Lot No. 51, General Land Office No. 3389, being a Patented Mining Claim, Situate in the Tempiute Mining District, Lincoln County, Nevada.

Together with the right to water for stockwatering purposes, the sources being various springs and unnamed, intermittent streams, as more fully described in the Proofs of Appropriation Numbers 4735, 01368, 01371, 01373, 01374, 01377, 01380,01381,01382,01533,01534,01536, and the right to an undivided one-half interest in the water and facilities as described in Certificate Numbers 2322, 804, and 776; all as filed or issued by the State Engineer.

Also all other water rights from all sources used in the operation of this livestock unit.

Containing 44.90 acres, more or less.