

SC 21036

THIS INSTRUMENT EXECUTED IN
DUPLICATE FOR RECORDING IN
EACH OF THE COUNTIES IN WHICH
THE PROPERTY DESCRIBED IS
SITUATED.

STATE OF NEVADA Loan No. 217129-5

Federal Land Bank of Sacramento Deed of Trust

THIS DEED OF TRUST, made July 5, 1977 between

IMPERIAL FARMS LAND AND CATTLE COMPANY, INC., a California corporation

herein called Grantor, the FEDERAL LAND BANK OF SACRAMENTO, a corporation Trustee, and the FEDERAL LAND BANK OF SACRAMENTO, a corporation, Sacramento, California, Beneficiary;

WITNESSETH: That Grantor hereby grants unto said Trustee, with power of sale, the following-described real property in White Pine and Lincoln County, Nevada:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic and 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 to said land, and the rents, issues, and profits thereof.

As security for the payment of: (a) \$240,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its office in Sacramento, California; (b) all other obligations under said note; (c) any additional money Beneficiary may hereafter loan to Grantor, his successors or any of them, as advance(s) hereunder, with interest as prescribed in the note(s) evidencing such advance(s); (d) all renewals, reamortizations and extensions of the indebtedness evidenced by said note(s) secured hereby; (e) all money advanced to any receiver of the premises described herein; (f) all other money that may be advanced under provisions hereinafter recited in this deed of trust.

The promissory note(s) evidencing the indebtedness secured by this deed of trust contains a provision whereby the rates of interest on the unmatured principal portion of the indebtedness and on items in default are subject to change whenever the new loan interest rate of the Beneficiary is either increased or decreased.

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas, and mineral leases, and rights 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; and pledges

Upon Grantor's default or breach, all stock and contracts then pledged may be sold with the land, at public or private sale, without demand for performance and without notice of such sale to Grantor or any person;

Grantor covenants and agrees that:

- (1) 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;
- (2) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default;
- (3) Releases from personal liability shall not affect the personal liability of any person not specifically released;

Lincoln County

- (4) All condemnation awards and damages shall be paid to the Beneficiary to be applied on the indebtedness secured hereby;
- (5) Grantor will comply with the Farm Credit Act of 1971 and Federal Reclamation Act, and will care for the security in a farmer-like manner at Grantor's expense;
- (6) Upon Grantor's default or breach, Beneficiary may take possession of said premises with all rights of mortgage in possession or have a receiver appointed and may, at its option, accelerate the maturity of the indebtedness.
- (7) This instrument is given and accepted upon the express provision that in the event the herein-described property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, or alienated by the Grantor, or by operation of law or otherwise, except by inheritance, all obligations secured by this instrument, irrespective of the maturity dates expressed herein, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance, or alienation. Subsequent acceptance of any payment hereunder by Beneficiary shall not be deemed a waiver of any default by Grantor, or any sale, agreement to sell, conveyance, or alienation, regardless of Beneficiary's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 of section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto," approved March 29, 1927, are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, contracts, and rights pledged herein. Covenant No. 2, in the amount required by Beneficiary, and the amount collected under any fire or other insurance policy, may be applied by Beneficiary upon any indebtedness secured hereby, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: Money so expended plus interest accrued thereon shall be secured hereby; the rate of interest being subject to change in accordance with Beneficiary's variable interest rate plan. Covenant No. 5: Trustee may make full or partial reconveyances to "the person or persons legally entitled thereto." All recitals therein shall be conclusive. Covenant No. 6: Attorney may represent Trustee at sale and security may be sold in one parcel. Covenant No. 7: 2%, \$100 minimum. Covenant No. 9: Conveyance to new trustees shall not be necessary, and said resolution may refer in general terms to all deeds of trust held by Beneficiary, which shall include this deed of trust, and, upon recordation, shall be conclusive proof of proper change.

Executed the date first hereinabove written.

Address 754 Desert Gardens Drive
El Centro, California 92243

IMPERIAL FARMS LAND AND CATTLE COMPANY, INC.

BY Fred M. Jenkins
Fred M. Jenkins, President

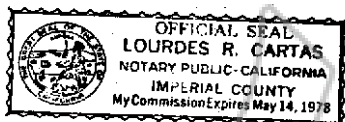
BY Henry J. Murray, Jr.
Henry J. Murray, Jr., Secretary

STATE OF NEVADA

STATE California
County of Imperial

On August 12, 1977, before me, the undersigned notary public, personally appeared Fred M. Jenkins and Henry J. Murray, Jr.

known to me to be the President and Secretary, respectively, of the corporation that executed the within instrument, and known to me to be the persons who executed said instrument on behalf of said corporation and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.



Lourdes R. Cartas - Imperial, California
Notary Public in and for said County and State

Form 1324 (6-77) FLB Sacramento - Notarial Acknowledgment - Corporation (2)

BOOK 22 PAGE 62

USE ONLY

USE ONLY

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to
AGENTO

Lincoln County

EXHIBIT "A"

SITUATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA:

PARCEL I:

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15;

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16;

THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 21;

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4)

AND

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22;

ALL IN TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.

EXCEPTING THEREFROM THE FOLLOWING TWO (2) PARCELS:

(1) A PARCEL OF LAND 100 FEET BY 100 FEET CONVEYED TO LINCOLN COUNTY TELEPHONE SYSTEM, INC., BY DEED RECORDED FEBRUARY 16, 1970 IN BOOK "0-1" OF REAL ESTATE DEEDS, PAGE 4, OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA. LOCATED IN THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M., LAKE VALLEY, LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 100 FEET;
THENCE AT RIGHT ANGLE 100 FEET WEST;
THENCE AT RIGHT ANGLE 100 FEET NORTH;
THENCE AT RIGHT ANGLE 100 FEET EAST TO THE PLACE OF BEGINNING.

(2) BEGINNING AT A POINT WHICH BEARS NORTH 53°25'40" WEST, FOR A DISTANCE OF 195.5 FEET FROM QUARTER CORNER OF SECTION 15-22, TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.;
THENCE DUE SOUTH FOR A DISTANCE OF 90 FEET TO A POINT IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22;
THENCE DUE EAST FOR A DISTANCE OF 80 FEET TO A POINT IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22;
THENCE DUE NORTH FOR A DISTANCE OF 90 FEET TO A POINT IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 15;
THENCE DUE WEST FOR A DISTANCE OF 80 FEET TO SAID POINT OF BEGINNING, AS CONVEYED TO THE LINCOLN COUNTY POWER DISTRICT NO. 1, BY DEED RECORDED FEBRUARY 2, 1970 IN BOOK "N-1" OF REAL ESTATE DEEDS, PAGE 408, OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA.

PARCEL II:

THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4),

THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4)

AND

THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27;

THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4)

AND

THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 28;
ALL IN TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.

PARCEL III:

THE EAST HALF (E 1/2) OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 66 EAST, M.D.M.

Lincoln County

PARCEL IV:

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21;
THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4), THE
SOUTHWEST QUARTER (SW 1/4) OF SECTION 22;

AND

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF
SECTION 27,
ALL OF WHICH ARE IN TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.

PARCEL V:

THE WEST HALF (W 1/2) OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 66 EAST,
M.D.M.

PARCEL VI:

THOSE CERTAIN PARCELS OF LAND IN LINCOLN COUNTY, NEVADA, ALL BEING IN
TOWNSHIP 9 NORTH, RANGE 66 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

SECTION 6: THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4)
(BEING LOTS FOUR (4) AND FIVE (5) OF THE NORTHWEST QUARTER (NW 1/4);
THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4); THE WEST HALF
(W 1/2) OF THE NORTHEAST QUARTER (NE 1/4); THE WEST HALF (W 1/2) OF THE
SOUTHWEST QUARTER (SW 1/4); (BEING LOTS SIX (6) AND SEVEN (7) OF THE
SOUTHWEST QUARTER (SW 1/4); THE EAST HALF (E 1/2) OF THE SOUTHWEST
QUARTER (SW 1/4) AND THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE
1/4).

SECTION 7: THE NORTHWEST QUARTER (NW 1/4) BEING LOTS ONE (1) AND TWO
(2) OF THE NORTHWEST QUARTER (NW 1/4) AND EAST HALF (E 1/2) OF THE
NORTHWEST QUARTER (NW 1/4); THE WEST HALF (W 1/2) OF THE NORTHEAST
QUARTER (NE 1/4); THE SOUTHWEST QUARTER (SW 1/4) BEING LOTS THREE (3)
AND FOUR (4) OF THE SOUTHWEST QUARTER (SW 1/4) AND THE EAST HALF
(E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); THE WEST HALF (W 1/2) OF
THE SOUTHEAST QUARTER (SE 1/4).

SECTION 18: THE NORTHWEST QUARTER (NW 1/4) BEING LOTS ONE (1) AND TWO
(2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE EAST HALF (E 1/2) OF THE
NORTHWEST QUARTER (NW 1/4); AND THE WEST HALF (W 1/2) OF THE EAST HALF
(E 1/2); THE SOUTHWEST QUARTER (SW 1/4).

SECTION 19: THE WEST HALF (W 1/2); AND THE WEST HALF (W 1/2) OF THE
EAST HALF (E 1/2).

SECTION 30: THE WEST HALF (W 1/2); AND THE WEST HALF (W 1/2) OF THE
EAST HALF (E 1/2).

SECTION 31: THE NORTHWEST QUARTER (NW 1/4); THE WEST HALF (W 1/2) OF
THE NORTHEAST QUARTER (NE 1/4); THE NORTH HALF (N 1/2) OF THE SOUTHWEST
QUARTER (SW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST
QUARTER (SE 1/4).

AND THE FOLLOWING PARCELS, ALL BEING IN TOWNSHIP 9 NORTH, RANGE 65
EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 1: THE NORTHEAST QUARTER (NE 1/4) BEING LOTS ONE (1) AND TWO
(2) OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTH HALF (S 1/2) OF THE
NORTHEAST QUARTER (NE 1/4); SOUTHEAST QUARTER (SE 1/4); LOT THREE (3)
(BEING THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4);
THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND
THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4).

SECTION 12: THE EAST HALF (E 1/2); AND THE EAST HALF (E 1/2) OF THE
WEST HALF (W 1/2).

SECTION 13: THE SOUTHEAST QUARTER (SE 1/4); THE SOUTHWEST QUARTER
(SW 1/4); THE NORTHEAST QUARTER (NE 1/4) AND THE EAST HALF (E 1/2) OF
THE NORTHWEST QUARTER (NW 1/4).

SECTION 14: THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER
(SE 1/4).

SECTION 23: THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4)
AND THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4). **Sheet 2 of 4 Sheets**

SECTION 24: ALL

SECTION 25: ALL

SECTION 26: THE NORTHEAST QUARTER (NE 1/4); AND THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4).

SECTION 35: THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4).

SECTION 36: THE NORTH HALF (N 1/2); AND NORTH HALF (N 1/2) OF THE SOUTH HALF (S 1/2).

AND THAT CERTAIN PARCEL BEING IN TOWNSHIP 5 NORTH, RANGE 66 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 4: THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), NOW BEING KNOWN AS TRACT 38 IN SECTIONS 5 AND 6, TOWNSHIP 5 NORTH, RANGE 66 EAST, M.D.M., ACCORDING TO THE INDEPENDENT RESURVEY OF SAID LAND ACCEPTED ON FEBRUARY 12, 1959 BY THE DEPARTMENT OF THE INTERIOR.

PARCEL VII:

THE SOUTHEAST QUARTER (SE 1/4)

AND

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 27;

AND

THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 28; ALL IN TOWNSHIP 6 NORTH, RANGE 66 EAST, M.D.M.

PARCEL VIII:

SITUATED IN THE COUNTY OF WHITE PINE, STATE OF NEVADA:

AND THESE CERTAIN PARCELS OF LAND IN WHITE PINE COUNTY, NEVADA, ALL BEING IN TOWNSHIP 10 NORTH, RANGE 66 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 31: THE NORTHWEST QUARTER (NW 1/4); THE SOUTHWEST QUARTER (SW 1/4); THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4); AND THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4).

AND THAT CERTAIN PARCEL OF LAND BEING IN TOWNSHIP 10 NORTH, RANGE 65 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 36: THE SOUTHEAST QUARTER (SE 1/4); AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4).

EXCEPTING FROM ALL THE ABOVE DESCRIBED PARCELS, ALL STATE AND COUNTY ROADS AND HIGHWAYS.

ALSO EXCEPTING AN UNDIVIDED ONE-SIXTH (1/6) INTEREST IN AND TO ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS UNDER AND IN SAID LAND, AS RESERVED BY JOHN K. SKINNER, ET UX, AND NORMAN M. TWISSELMAN, ET UX, IN DEED RECORDED MAY 9, 1958 AS DOCUMENT NO. 35849 IN BOOK L-1 OF REAL ESTATE DEEDS, PAGE 100, LINCOLN COUNTY, NEVADA RECORDS.

Containing 9,239.61 acres, more or less.

Lincoln County

TOGETHER WITH the right to use ground water from 13 wells located on the land above-described, for irrigation of 3,400 acres more or less, as evidenced by Certificates of Appropriation of Water Nos. 6125, 6126, 7085, 7223, 7245, 7250, 7365, 7378, 7379, 7525, 7809, and 7976, issued by the Nevada State Engineer.

ALSO the right to water from North Creek, Sheep Creek, Geysers Creek, Dupont Creek, and Timber Creek evidenced by Certificate of Appropriation of Water No. 5279, issued by the Nevada State Engineer and Proof of Appropriation of Water for Irrigation Nos. 01029, 01030, 01031, and 01179, filed in the Office of the State Engineer.

ALSO the right to water flowing from Big Spring evidenced by Certificate No. 2590 issued by the Nevada State Engineer Application No. 9791.

ALSO an undivided 80/360 interest in and to the Oxborrow interest of Swallow Allotment; and an undivided 225/1600 interest; 350/1600 interest; 90/1600 interest; 10/360 interest; in a 174/1600 interest; and 90/1600 interest; in and to the waters included in the Swallow Allotment, all as evidenced by Proof of Appropriation of Water Nos. 01970 through and including 02027; 02111 through and including 02125; and 02198 through and including 02201; all on file in the Office of the Nevada State Engineer.

TOGETHER WITH the following enumerated components of the sprinkler irrigation system which are deemed by the grantor named herein to be fixtures and a part of the above described real property.

1. Ten (10) wheel lines, one-quarter mile in length with "Western" movers;
2. Two (2) wheel lines, one-quarter mile in length with Redi Rain movers;
3. One (1) self-propelled center pivot system -- Valley Model No. 1041, Serial No. 2170;
4. One (1) self-propelled center pivot system, Lockwood Model No. 7900, Serial No. 241;
5. One (1) self-propelled center pivot system, Lockwood Model No. 1401, Serial No. 242;
6. One (1) self-propelled center pivot system, Rain Cat Model No. 14RC6W, Serial No. RC178;
7. One (1) self-propelled center pivot system, Zumatic Model No. 307, Serial No. 2998;

No. **60342**
FILED AND RECORDED AT REQUEST OF
TITLE INS. & TRUST CO.
SEPT. 8, 1999
AT 30 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 22 OF OFFICIAL
RECORDS, PAGE 61 LINCOLN
COUNTY, NEVADA.
[Signature]
COUNTY RECORDER