

SC 21024

STATE OF NEVADA Loan #218440-0

Federal Land Bank of Sacramento Deed of Trust

THIS DEED OF TRUST, made November 9, 1977 between

BRADSHAW, INC., a Nevada 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

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) \$ 140,000.00 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 mortgagee 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: P.O. Box 422
Caliente, NV 89008

BRADSHAW, INC.
BY: *Don L. Bradshaw*
Don L. Bradshaw, President
BY: *J. Loren Bradshaw*
J. Loren Bradshaw, Secretary

STATE Nevada
County of Clark

On November 28, 1977, before me, the undersigned notary public, personally appeared Don L. Bradshaw and _____,

known to me to be the President and _____, 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.

Norma Wedoworth
Notary Public in and for said County and State

Notary Public - State of Nevada
CLARK COUNTY
Norma Wedoworth
My Commission Expires Aug. 12, 1981

No. 60944
FILED AND RECORDED AT REQUEST OF
Title Ins. & Trust Co.
Dec. 5, 1977
AT 1 MINUTES PAST 1 O'CLOCK
PM IN BOOK 23 OF OFFICIAL
RECORDS, PAGE 229 LINCOLN
COUNTY, NEVADA.
Quinn
COUNTY RECORDER

SPACE BELOW FOR RECORDERS USE ONLY

When recorded please return to
FEDERAL LAND BANK OF SACRAMENTO
P.O. Box 13106-C
Sacramento, California 95813
THIS SPACE FOR LAND BANK USE ONLY

Lincoln County

EXHIBIT "A"

PARCEL I:

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) OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 67 EAST, M.D.M.

PARCEL II:

THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW 1/4); AND LOTS THREE (3) AND FOUR (4) OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 67 EAST, M.D.M.

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 66 EAST, M.D.M.

EXCEPTING THE LAND AS CONVEYED TO UTAH, NEVADA, AND CALIFORNIA RAILROAD COMPANY, BY DEED RECORDED IN BOOK "T" OF DEEDS, PAGES 347-8, TO TRUSTEES OF KIERMAN SCHOOL DISTRICT BY DEED RECORDED IN BOOK C-1 OF DEEDS, PAGES 32-3 TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY BY DEED RECORDED IN BOOK C-1 OF DEEDS, PAGES 245-6, TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY BY DEED RECORDED IN BOOK C-1 OF DEEDS, PAGE 287, ALL RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

ALSO EXCEPT THE INTEREST IN A PORTION OF SAID LAND AS CONVEYED TO THE COUNTY OF LINCOLN BY DEED RECORDED MAY 22, 1974 IN BOOK "10", PAGES 316-317, OFFICIAL RECORDS.

PARCEL III:

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4); AND THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 9 SOUTH, RANGE 67 EAST, M.D.M.

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4); THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4); THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 67 EAST, M.D.M.

PARCEL IV:

THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 14, TOWNSHIP 9 SOUTH, RANGE 67 EAST, M.D.M.

Containing 655.00 acres, more or less.

TOGETHER WITH the following water rights for irrigation of the above described land as evidenced by filings with the State Engineer's Office of Nevada:

- a) Certificate No. 2017 (Application No. 5461) being the right to waters of Meadow Valley Wash, for irrigation of 38.8 acres of land;
- b) Proof of Appropriation No. 02274 being the right to waters of Meadow Valley Wash for irrigation of 87 acres of land in Section 7, Township 7 South, Range 67 East, and Section 12, Township 7 South, Range 66 East, Mount Diablo Base and Meridian;
- c) All the water rights under Permit No. 20212, Certificate No. 6030, being the right to underground water from a well located near the northeast corner of the southwest one-quarter of the northwest one-quarter of Section 11, Township 9 South, Range 67 East, Mount Diablo Base and Meridian, for irrigation of 154.46 acres of the above-described land.

ALSO TOGETHER WITH the right to underground water from a well located in the northeast one-quarter of the northwest one-quarter of Section 14, Township 9 South, Range 67 East, Mount Diablo Base and Meridian, for irrigation of 222 acres of the above described land as evidenced by Permit No. 31098 on file with the State Engineer.

TOGETHER WITH the following enumerated components of the sprinkler irrigation system located on the land above described which are deemed by the grantor to be fixtures and a part of the real property encumbered by this deed of trust:

11 one-half mile 4" wheel roll lines with 6' wheels, and
6 Trunnell Movers and 9 Wade Pain Movers, complete with sprinkler heads and main line connections;

and all replacement parts or additional equipment which may hereafter be acquired for irrigation of the subject land.