

Lincoln County

"THIS IS A LEGALLY BINDING CONTRACT IF NOT UNDERSTOOD. SEEK COMPETENT ADVICE."

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made in the City of Enterprise, State of Utah on the 1st day of July, 1980 by and between MAX MC CROSKY hereinafter referred to as the assignors, and Zions First National Bank hereinafter referred to as the assignees.

WITNESSETH:

WHEREAS, under date of August 15, 1977, MAX MC CROSKY as sellers, entered into a Promissory Note with Imperial Farms Land & Cattle Company (Fred Jenkins dba) as buyers, of which contract is delivered herewith, wherein and whereby the said sellers agreed to sell and the said buyers agreed to purchase, upon the terms, conditions, and provisions therein set forth, all that certain land, with the buildings and improvements thereon, erected, situate, lying and being in the County of Lincoln and State of Utah, and more particularly described as follows: White Pine

See Attached List of Real Estate
See Attached Exhibit A

to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

WHEREAS, the assignees desire to acquire from the assignors all of the right, title and interest of the assignors in said property above described as evidenced by said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

- 1. That the assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the assignees, all their right, title and interest in and to said above described property as evidenced by the aforesaid Promissory Note of August 15, 1977 concerning the above described property.
2. That to induce the assignees to pay the said sum of money and to accept the said contract, and the rights obligation pursuant thereto the assignors hereby represent to the assignees as follows:
a. That the assignors have duly performed all the conditions of the said contract.
b. That the contract is now in full force and effect and that the unpaid balance of said contract is \$413,216.83 with interest paid to the 30th day of September, 1979.
c. That said contract is assignable.
3. That in consideration of the assignors executing and delivering this agreement, the assignees covenant with the assignors as follows:
a. That the assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the assignors.
b. That the assignees will save and hold harmless the assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the assignees.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

Sheldon Bonds
WITNESS

Max Mc Crosky
ASSIGNORS

WITNESS

ASSIGNEES

Individual Acknowledgment

STATE OF UTAH

COUNTY OF Washington) ss.

On July 1, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Sheldon T. Banks

Notary Public in and for said County and State



Lincoln County

PIC 2 162 SCS

Situate in the County of Lincoln, State of Nevada:

Those certain parcels of land in Lincoln County, Nevada, all being in Township 9 North, Range 66 East, M. D. B. & M., more particularly described as follows:

SECTION 6: The West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) (being Lots 4 and 5 of the Northwest Quarter ($NW\frac{1}{4}$)); the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) (being Lots 6 and 7 of the Southwest Quarter ($SW\frac{1}{4}$)); the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 7: The Northwest Quarter ($NW\frac{1}{4}$) (being Lots 1 and 2 of the Northwest Quarter ($NW\frac{1}{4}$)) and East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); the Southwest Quarter ($SW\frac{1}{4}$) (being Lots 3 and 4 of the Southwest Quarter ($SW\frac{1}{4}$)) and the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 18: The Northwest Quarter ($NW\frac{1}{4}$) (being Lots 1 and 2 of the Northwest Quarter ($NW\frac{1}{4}$)) and the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$); and the West Half ($W\frac{1}{2}$) of the East Half ($E\frac{1}{2}$); the Southwest Quarter ($SW\frac{1}{4}$).

SECTION 19: The West Half ($W\frac{1}{2}$); and the West Half ($W\frac{1}{2}$) of the East Half ($E\frac{1}{2}$).

SECTION 30: The West Half ($W\frac{1}{2}$); and the West Half ($W\frac{1}{2}$) of the East Half ($E\frac{1}{2}$).

SECTION 31: The Northwest Quarter ($NW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) and the Northwest Quarter ($NW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$).

and the following parcels, all being in Township 9 North, Range 65 East, M. D. B. & M., more particularly described as follows:

SECTION 1: The Northeast Quarter ($NE\frac{1}{4}$) (being Lots 1 and 2 of the Northeast Quarter ($NE\frac{1}{4}$)) and the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); Southeast Quarter ($SE\frac{1}{4}$); Lot 3 (being the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$)); the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$).

SECTION 12: The East Half ($E\frac{1}{2}$) of the East Half ($E\frac{1}{2}$) of the West Half ($W\frac{1}{2}$).

SECTION 13: The Southeast Quarter ($SE\frac{1}{4}$); the Southwest Quarter ($SW\frac{1}{4}$); the Northeast Quarter ($NE\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$).

SECTION 14: The Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 23: The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 24: ALL

SECTION 25: ALL

This rider, attached to and forming a part of deed of trust for \$500,000.00 dated December 16, 1968, is identified therewith by the following signatures:

David A. Witts

John Travis Witts

BCCN

Lincoln County

SECTION 26: The Northeast Quarter ($NE\frac{1}{4}$); and the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 35: The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$).

SECTION 36: The North Half ($N\frac{1}{2}$); and the North Half ($N\frac{1}{2}$) of the South Half ($S\frac{1}{2}$).

And that certain parcel being in Township 5 North, Range 66 East, M. D. B. & M., more particularly described as follows:

SECTION 4: The Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$).

Situate 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. B. & M., more particularly described as follows:

SECTION 31: The Northwest Quarter ($NW\frac{1}{4}$); the Southwest Quarter ($SW\frac{1}{4}$); the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$); and the West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$).

And that certain parcel of land being in Township 10 North, Range 65 East, M. D. B. & M., more particularly described as follows:

SECTION 36: The Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$).

EXCEPTING from all the above described Parcels, all State and County roads and Highways.

EXCEPT an undivided One-Sixth ($1/6$ th) 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. Twisselmann, 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.

Together with the following fixtures, which are considered a part of the real estate:

- 1 Johnson Pump, No. JX2790
- 1 U.S. Electric 50-horsepower Motor, No. 3887283
- 1 Johnson Pump, No. JZ3922
- 1 U.S. Electric 100-horsepower Motor, No. 1410032
- 1 Johnson Pump, No. JI3279
- 1 U.S. Electric 100-horsepower Motor, No. 1401601
- 1 Johnson Pump, No. JZ2000
- 1 U.S. Electric 100-horsepower Motor, No. 1400376
- 1 Peerless Pump, No. 205395
- 1 G.E. Electric 50-horsepower Motor, No. DBJ427497
- 1 A.C. Pump, No. 10346
- 1 A.C. Electric 100-horsepower Motor, No. FB-J6-22123
- 1 Layne Bowler Pump, No. 20262
- 1 G.E. Electric 100-horsepower Motor, No. DDJ-403144
- 1 Johnson Pump, No. JI4376
- 1 U.S. Electric 125-horsepower Motor, No. 1405407EHT
- 1 1479-foot Valley Self Propelled Irrigation System Complete

Together with all properties of like kind hereafter and during the life of this mortgage acquired by the trustors by purchase, or by exchange, or substitution of said above described fixtures.

This rider, attached to and forming a part of deed of trust for \$500,000.00 dated December 16, 1968, is identified therewith by the following signatures:

David A. Watts

BCCF

DEED OF TRUST

Requested by and to be returned to:

DEED OF TRUST, made DECEMBER 2, 1974, between GEYSER RANCH, NEVADA

UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Grantor.
 having its principal place of business in RICHFIELD, UTAH
 UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Trustee.
 organization organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933, as Beneficiary.

WITNESSETH: That the said Grantor hereby grants, conveys and confirms unto said Trustee, with power of sale, the following real property situate in the County of LINCOLN, State of NEVADA, described as follows:

PARCEL 1: The S 1/2 of the SW 1/4 of Sec. 15, The SE 1/4 of the SE 1/4 of Sec. 16; the E. 1/2 of the NE 1/4 of Sec. 21; the W. 1/2 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Sec. 22, all in Tp. 6 N. R. 66 E. M.D.M.

EXCEPTING THEREFROM the following two parcels:

(1) a parcel of land 100' by 100' conveyed to Lincoln Co. Telephone system, Inc. by Deed recorded Feb. 16, 1970 in Book "0-1" of Real Estate Deeds, Page 4, Official Records, Lincoln Co., Nev. Located in the NE cor. of the SE 1/4 of the SW 1/4 of Sec. 15, Tp. 6 N., R. 66 E. M.D.M. Lake Valley, Lincoln Co. Nev. described as:
 Beg. at the NE cor of said SE 1/4 of the SW 1/4 and run. th. S. along the 1/4 Sec. line 100' th. at right angle 100' W. th. at right angle 100' N. th. at right angle 100' E. to the place of beg.

(2) Beg. at a pt. which bears N. 53° 25'40" W. for a distance of 198.5' from 1/4 cor. of Sections 15-22 Tp. 6 S. R. 66E, M.D.M. th. Due S. a distance of 90' to a pt. in the NW 1/4 of Sec. 22, th. due E. for a distance of 80' to a pt. in the NW 1/4 Sec. 22; th. due N. for a distance of 90' to a pt. in the SW 1/4 Sec. 15, th. due W. for a distance of 80' to said pt. of beg. & conveyed to the Lincoln Co. Power District No. 1, by said Deed recorded Feb. 2, 1970 in Book "W-1" of Real Estate Deeds, Page 498, Official Records, Lincoln Co., Nev.

PARCEL 11: The W 1/2 of the NW 1/4; The N 1/2 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Sec. 27, the NE 1/4 of the SE 1/4 and the E 1/2 of the NE 1/4 of Sec. 28, all in Tp. 6 N. Range 66 E., M.D.M.

PARCEL 111: The E 1/2 of Sec. 3, Tp. 5 N. R. 66 E., M.D.M.

PARCEL 1V: The E 1/2 of the SE 1/4 of Sec. 21, the SE 1/4 of the NW 1/4 the SW 1/4 of Sec. 27 and the NE 1/4 of the NW 1/4 of Sec. 27, all of which are in Tp. 6 N. R. 66 E. M.D.M.

PARCEL V: The W. 1/2 of Sec. 34, Tp. 6 N. R 66 E. M.D.M.

PARCEL VI: Those certain parcels of land in Lincoln Co., Nev. all being in Tp. 9 N. R. 66 E. M.D.B.&M., more particularly described as follows:

SECTION 6: The W 1/2 of the NW 1/4 being lots 4 & 5 of the NW 1/4; the E 1/2 of the NW 1/4 the W 1/2 of the NE 1/4; the W. 1/2 of the SW 1/4 being lots 6 & 7 of the SW 1/4; the E. 1/2 of the SW 1/4 and the W 1/2 of the SE 1/4

SEC. 7: The NW 1/4 being lots 1 & 2 of the NW 1/4 & E 1/2 of the NW 1/4 the W. 1/2 of the NE 1/4 the SW 1/4 being lots 3 & 4 of the SW 1/4 and the E. 1/2 of the SW 1/4; the W 1/2 of the SE 1/4.

Sec. 18: The NW 1/4 being lots 1 and 2 of the NW 1/4 and the E 1/2 of the NW 1/4 the W. 1/2 of the E. 1/2; the SW 1/4.

Sec. 19: The W. 1/2 and the W 1/2 of the E 1/2

SEC. 30: The W 1/2 and the W 1/2 of the E 1/2

Sec. 31: The NW 1/4 the W 1/2 of the NE 1/4 the N 1/2 of the SW 1/4 and the NW 1/4 of the S 1/4. And the following parcels, all being in Tp. 9 N. R. 65 E., M.D.B.&M. more particular described as follows:

Sec. 1: The NE 1/4 being lots 1 & 2 of the NE 1/4 and the S 1/2 of the NE 1/4 SE 1/4; Lot 3 being the NE 1/4 of the NW 1/4 the SE 1/4 of the NW 1/4 and the E 1/2 of the SW 1/4.

Sec. 12: The E 1/2 of the E 1/2 of the W 1/2

Sec. 13: The SE 1/4; the SW 1/4 the NE 1/4 and the E 1/2 of the NW 1/4.

Reference is made to the attached rider which 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 land for domestic use thereon, including ditches, laterals, conduits, and rights of way used to convey such water or to draw therefrom, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used to raise water to said land.

4 (Rev 9-64)

DEED OF TRUST

Recording requested by and to be returned to:

THIS DEED OF TRUST, made DECEMBER 2, 1974, between GEYSER RANCH, NEVADA

of UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Grantor
corporation, having its principal place of business in RICHFIELD, UTAH
of UTAH FARM PRODUCTION CREDIT ASSOCIATION of RICHFIELD, UTAH as Trustee
corporation organized and existing under the provisions of Title 2 of the Farm Credit Act of 1933, approved June 16, 1933,
ended, 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 WHITE PINE, State of NEVADA, to-

PARCEL VII:

All that real property situate in the County of White Pine, State of Nevada
and those certain parcels of land in White Pine County, Nevada all being in Tp. 10 N., R. 66
M.D.B.&M., more particularly described as follows:

Sec 31: The NW 1/4 the SW 1/4 the W 1/2 of the NE 1/4 and the W 1/2 of the SE 1/4, and that
certain parcel of land being in Tp. 10 N. R. 65 E. M.D.B.&M., more particularly described
as follows:

Sec. 36: the SE 1/4 and the SE 1/4 of the NE 1/4 excepting from all the above described
Parcels, all State and County roads and highways.

Except an undivided 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. Twisselmann, et us, in Deed recorded May 9, 1958 as
Document No. 35849 in Book L-1 of Real Estate Deeds, Page 100, Lincoln Co. Nevada records.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said land
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 other rights, powers, benefits, and interests

EXHIBIT "A"

Certificate No.

- 01970 Basket Spring
- 01978 No Name Spring No. 1
- 01979 No Name Spring No. 2
- 01980 No Name Spring No. 3
- 01987 Buck Spring
- 01990 Woods McCullough North Fork Spring
- 02000 Mutton Hollow Springs
- 02008 Coyote Springs
- 02013 Cobb Creek Springs
- 02014 Cobb Creek Springs
- 02015 Cobb Creek Springs
- 02016 Cobb Creek Springs
- 02017 Mudd Springs
- 02018 Seven Troughs Spring
- 02019 Cobb Creek Spring
- 02020 Milk Ranch Springs
- 02021 Gleason Basin Springs No. 4
- 02022 Gleason Basin Springs No. 1
- 02023 Gleason Basin Springs No. 2
- 02024 Lone Trough Spring
- 02025 Monumental Spring
- 02026 South Monumental Spring
- 02027 Saw Mill Springs
- 02201 Commissary Spring
- 02111 Meadow Spring
- 02112 Willow Spring
- 02113 South Camp No. 1
- 02114 South Camp No. 2
- 02115 South Camp No. 3
- 02116 Devil Rock Spring
- 02117 Quaking Asp No. 1 Spring
- 02118 Quaking Asp No. 2 Spring
- 02119 Rip Rap Spring No. 1
- 02120 Rip Rap Spring No. 2
- 02121 White Rock Spring
- 02122 White Rock Cabin
- 02123 Chicken Spring
- 02124 Lake Spring
- 9161 Silver Peak Spring

THE FOLLOWING NAMED SPRINGS ARE ALSO INCLUDED AS PART OF EXHIBIT A

- Boiley Springs No. 30, T 4N, R 65 E
- Lost Man Spr. Located T4N CRT 5 E
- Bilhorse Spr. " " "
- North Cherry Spr " " "
- South Cherry Spr " " "
- Garden Patch Spr " " "
- Indian Spr. " " "
- Field Spr. " " "
- Silver Horn Spr. " " "
- Scotty Spr. " " "

63505

No. _____
 FILED AND RECORDED AT REQUEST OF
 Max McCrosky
 Jan. 3, 1979

AT 45 MINUTES PAST 11 O'CLOCK
 A.M. IN BOOK 28 OF OFFICIAL
 RECORDS, PAGE 423 LINCOLN
 COUNTY, NEVADA

Guanda Setzer
 COUNTY RECORDER

68987

No. _____
 FILED AND RECORDED AT REQUEST OF
 ZIONS 1ST NAT BANK

July 7, 1980
 AT 16 MINUTES PAST 9 O'CLOCK
 A.M. IN BOOK 38 OF OFFICIAL
 RECORDS, PAGE 174 LINCOLN
 COUNTY, NEVADA

Guanda Setzer
 COUNTY RECORDER

BOOK 28 PAGE 425

RAYMOND FREE
 Attorney at Law
 P. O. Box 218
 Pioche, Nevada
 89043
 Phone: 962-5125

the condition of either of the promissory notes above referred to.