

Lincoln County

5.4 (Rev. 8-74)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME UTAH FARM PCA
STREET ADDRESS P.O. Box 459
CITY Cedar City, Utah 84720
STATE
ZIP

No. 72165

FILED AND RECORDED AT REQUEST OF
LAWYERS TITLE OF LAS VEGAS
APRIL 20, 1981
AT 30 MINUTES PAST 12 O'CLOCK
P.M. IN BOOK 44 OF OFFICIAL
RECORDS, PAGE 38 LINCOLN
COUNTY, NEVADA.

[Signature]
BY _____ FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, made April 6, 1981, between MURRY WHIPPLE RANCH, a partnership composed of Louise O. Whipple Aicher and Keith Murry Whipple; KEITH MUR WHIPPLE and GWENDOLYN WHIPPLE, his wife; LOUISE O. WHIPPLE AICHER, also known as LOUISE QUIDA WHIPPLE AICHER, who acquired title as Louise O. Whipple Grantor, a married woman dealing with her sole and separate property, and CEDAR LAND TITLE CO., a corporation existing and operating under the provisions of Title II of the Farm Credit Act of 1971, and amendments thereto, 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 LINCOLN State of NEVADA To-wit:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A". REFERENCE IS MADE TO THE ATTACHED RIDER AND 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 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 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 Grantor.

REC 44 REC. 38

Lincoln County

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns upon the trusts, covenants and agreements herein expressed, to-wit:

This Deed of Trust is given for the purpose of securing the payment of: (A) All indebtedness evidenced by a promissory note executed by Grantor prior to or concurrently herewith, payable to Beneficiary in the sum of \$ 151,045.00 ; (B) All 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; (E) 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; (b) 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;

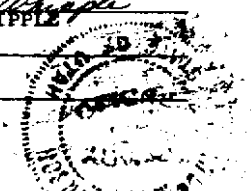
(7) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor.

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

Address P.O. BOX 2, HIKO, NV 89017

Keith Murry Whipple
KEITH MURRY WHIPPLE
Louise O. Whipple Aicher
LOUISE O. WHIPPLE AICHER
Gwendolyn L. Whipple
GWENDOLYN L. WHIPPLE

State of UTAH
County of IRON



On APRIL 13, 1981 before me, the undersigned Notary Public in and for said County and State, personally appeared KEITH MURRY WHIPPLE, LOUISE O. WHIPPLE AICHER, GWENDOLYN L. WHIPPLE

known to me to be the person(s) described in and whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires: OCT. 9, 1984

[Signature]
Notary Public in and for said County and State

Lincoln County

EXHIBIT "A"

PARCEL I:

THE SOUTHERLY 693 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND ALL OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11; AND

ALL OF 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 14, ALL IN TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

EXCEPTING A PORTION OF SAID LAND AS CONVEYED TO STATE OF NEVADA BY DEED RECORDED JUNE 4, 1975 IN BOOK 14, PAGE 448, OF OFFICIAL RECORDS.

PARCEL II:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE RUNNING NORTH ALONG THE WEST BOUNDARY LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, 370 FEET;
THENCE EAST 825 FEET;
THENCE NORTH 140 FEET;
THENCE EAST 1815 FEET TO THE EAST BOUNDARY LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;
THENCE SOUTH ALONG SAID BOUNDARY LINE 537 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;
THENCE WEST 2640 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LANDS DESCRIBED ON THE FOLLOWING DEEDS:

1. DEED FROM JOHN CASTLES TO LOUIS STERNS RECORDED MAY 6, 1882 IN BOOK "P" OF DEEDS, PAGE 257;
2. DEED FROM JOHN CASTLES TO HENRY SHARP RECORDED SEPTEMBER 21, 1883 IN BOOK "P" OF DEEDS, PAGE 392;
3. DEED FROM JOHN CASTLES TO WILLIAM M. WILSON RECORDED JANUARY 15, 1885 IN BOOK "P" OF DEEDS, PAGE 506;
4. DEED FROM LOUISE O. WHIPPLE TO LOIS POTTER, ET AL, RECORDED MARCH 9, 1954 IN BOOK "J-1" OF DEEDS, PAGE 488.

PARCEL III:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

PARCEL IV:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

Lincoln County

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14;
THENCE WEST 295 FEET TO THE EASTERLY LINE OF THE HIKO VALLEY HIGHWAY;
THENCE NORTHERLY ALONG SAID HIGHWAY TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE EAST 280 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE SOUTH ALONG THE EAST LINE THEREOF 1320 FEET TO THE POINT OF BEGINNING.

PARCEL V:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, DISTANT 932 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION, BEING A POINT IN THE WEST LINE OF HIKO VALLEY HIGHWAY;
THENCE NORTH 8° EAST 266 FEET ALONG THE WESTERLY LINE OF THE HIKO VALLEY HIGHWAY;
THENCE NORTH 62° WEST 1097 FEET TO THE WEST LINE OF SAID SECTION;
THENCE SOUTH 282 FEET;
THENCE SOUTH 62° EAST 1005 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCELS IV AND V THE INTEREST CONVEYED TO THE STATE OF NEVADA FOR HIGHWAY AND INCIDENTAL PURPOSES BY DEEDS RECORDED MARCH 25, 1948 IN BOOK "H-1" OF DEEDS, PAGE 210 AND RECORDED APRIL 28, 1948 IN BOOK "H-1" OF DEEDS, PAGE 223.

ALSO EXCEPTING ANY PORTION OF PARCELS IV AND V NOT INCLUDED WITHIN THE LAND CONVEYED TO D. J. FALLIS BY DEED RECORDED APRIL 18, 1882 IN BOOK "P" OF DEEDS, PAGE 246.

PARCEL VI:

THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

PARCEL VII:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.;
THENCE RUNNING WEST 280 FEET TO THE EAST SIDE OF THE HIKO VALLEY HIGHWAY;
THENCE NORTH ALONG SAID EAST SIDE OF HIGHWAY, 510 FEET, MORE OR LESS, TO INTERSECTION OF ROAD TO HIKO, NEVADA, WITH HIKO VALLEY HIGHWAY;
THENCE ALONG SOUTH SIDE OF HIKO ROAD TO THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;
THENCE SOUTH ALONG SAID BOUNDARY LINE, 510 FEET, MORE OR LESS, TO PLACE OF BEGINNING.

Containing 336.00 acres, more or less.

Lincoln County

TOGETHER WITH the right to use underground water from a well located North 73° fifteen minutes 6 seconds West 2164.26 feet from the South Quarter-corner of Section 11 Twp. 4 South Rge. 60 East MDB&M, for irrigation of 58.9 acres of the above described land as evidenced by Certificate of Appropriation of Water No. 6093 (Application No. 19094) issued by the Nevada State Engineer to Keith Murry Whipple and Gwendolyn L. Whipple, and the approved application(s) for change of point of diversion on file in the Office of the State Engineer. And 14 shares of HIKO IRRIGATION AND WATER COMPANY STOCK evidenced by Certificat #33 (PCA's Certificate #6069)

The entire inventory of sprinkler irrigation equipment owned by the trustors comprised of the following enumerated components which is deemed to be fixtures and a part of the real property encumbered by this deed of trust;

- One wheel roll line 1400 feet in length and one wheel roll line 1500 feet in length, both equiped with 5 1/2" wheels and "Wade Rain" movers;
- All pumps, motors, surface pipe and equipment if a like nature to that herein described which may hereafter be acquired, including but not limited to replacement parts of the existing system.

Excepting therefrom a parcel described as follows:

BEGINNING at a point 83° 33' 39" E. 853.66 feet from quarter section corner between sections 14 and 15 of T45, R 60 E. MDBM. Traveling along East side of State Highway 38 right of way North 37° 5' 1" W. 700 Feet thence N 52° 54' 59" E. 431.49 ft. thence South 5° 26' 19" E. 822.26 ft. to point of beginning.

PARCEL VIII

BEGINNING at the Southeast Corner of the Northwest Quarter of Section 23, Township 4 South, Range 60 East, Mt. Diablo Meridian, and running North 861 feet, West 1065 feet, South 861 feet, and East to the point of beginning, being a portion of Patent No. 1476 and consisting of 21 acres, more or less; together with access easement.

Also fourteen (14) shares of the capitol stock of the HIKO IRRIGATION COMPANY.

Page 3 of 3

4-10-81 Keith Murry Whipple
Date KEITH MURRY WHIPPLE

4/10/81 Louise O. Whipple Aicher
Date LOUISE O. WHIPPLE AICHER

4-10-81 Gwendolyn L. Whipple
Date GWENDOLYN L. WHIPPLE