

Lincoln County

Nov. 11, 1960

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

UTAH FARM PCA  
P.O. BOX 459  
CEDAR CITY, UT 84720

73917

FILED AND RECORDED AT REQUEST OF  
First American Title  
Mar. 24, 1982  
AT 35 MINUTES PAST 10 O'CLOCK  
AM IN BOOK 49 OF OFFICIAL  
RECORDS, PAGE 265 LINCOLN  
COUNTY, NEVADA.

*Richard Henderson, Jr.*  
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, made FEBRUARY 11, 1982, between L. KELTON HAFEN, ELDON E. HAFEN, AND HERSCHEL W. HAFEN, dba HAFEN BROTHERS

as Grantor,  
and UTAH FARM PRODUCTION CREDIT ASSOCIATION, a corporation, having its principal place of business in CEDAR CITY, UTAH, as Trustee, and UTAH FARM PRODUCTION CREDIT ASSOCIATION, 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:

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.

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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 one or more promissory notes executed by Grantor prior to or concurrently herewith, payable to Beneficiary in the aggregate amount of \$ 164,973.00; (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 Grantor, 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 465 E 600 S., St. George, Utah 84770

Peggy N. Hafen
PEGGY N. HAFEN
Maxine P. Hafen
MAXINE P. HAFEN
Ramona S. Hafen
RAMONA S. HAFEN

L. Kelton Hafen
L. KELTON HAFEN
Eldon E. Hafen
ELDON E. HAFEN
Herschel W. Hafen
HERSCHEL W. HAFEN

State of UTAH

County of IRON

On 2/25/82

before me, the undersigned Notary Public in and for said County and State, personally appeared L. Kelton Hafen, Peggy N. Hafen, Eldon E. Hafen, Maxine P. Hafen,

Herschel W. Hafen and Ramona S. Hafen,

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: 5/4/85

Doris Penn
Doris Penn, residing in New Harmony,
Notary Public in and for said County and State UT.

Lincoln County

EXHIBIT "A"

TO THE DEED OF TRUST FOR

HAFEN BROTHERS

DATED 2/11/82

That portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 14, Township 5 South, Range 69 East, MDM; more particularly described as follows: BEGINNING at the Southeast corner of Section 14, Township 5 South, Range 69 East M.D.M.; thence North 50°31' West, for a distance of 5,997.64 feet to the true point of beginning, which is on the West Right of Way Line of Union Pacific Railroad, and on or near the North line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 14; thence South 11°36' West, for a distance of 608.70 feet along the West Right of Way line of Union Pacific Railroad to a point; thence along a curve on the West Right of Way Line of Union Pacific Railroad for a distance of 541.30 feet to a point; (the elements of the curve being, R-960 feet, Chord 524 feet, Central Angle - 31°40'); thence due North 500.00 feet to a point; thence North 20°51' East for a distance of 600.08 feet to a point; thence due East for a distance of 150.00 feet to the true point of beginning.

Together with all the Grantors interest in and to the "North Spring", and Together With the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions, remainders, rents, issued and profits thereof. To Have And To Hold all and singular the said premises together with the appurtenances unto the Grantees and to their heirs, successors and assigns forever.

7/25/82 Peggy N. Hafen  
Date Peggy N. Hafen

25 Feb 82 L. Kelton Hafen  
Date L. Kelton Hafen

2/25/82 Maxine P. Hafen  
Date Maxine P. Hafen

2/25/82 Eldon E. Hafen  
Date Eldon E. Hafen

4/25/82 Ramona S. Hafen  
Date Ramona S. Hafen

2/25/82 Herschel W. Hafen  
Date Herschel W. Hafen