

1396962

STATE OF NEVADA

241195-4

Federal Land Bank of Sacramento Deed of Trust

THIS DEED OF TRUST, made November 15, 1984 between

WILLIAM JAY WRIGHT, also known as Jay Wright, and MARJORIE WRIGHT, his wife,

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 Elko and Lincoln Counties, 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) \$447,000.00 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 Box 1
Hiko, Nevada 89017

William Jay Wright
William Jay Wright

Marjorie Wright
Marjorie Wright

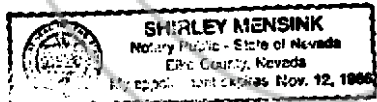
STATE OF NEVADA
COUNTY OF Elko

On this 27th day of November in the year 1984 before me, Shirley Mensink
a notary public in and for said county and State, personally appeared
WILLIAM JAY WRIGHT & MARJORIE WRIGHT

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they
executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



Shirley Mensink
Notary Public in and for
County, State of Nevada.

My commission will expire:

SPACE BELOW FOR RECORDER'S USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

When recorded please return to
FEDERAL LAND BANK OF SACRAMENTO
P.O. Box 13104-C
Sacramento, California 95813

EXHIBIT "A"

ELKO COUNTY:

PARCEL 1:

TOWNSHIP 31 NORTH, RANGE 59 EAST, M.D.B. & M.

- Section 21: SE $\frac{1}{4}$
- Section 22: All of that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying South of the fence hereinafter described
- Section 26: All of that portion of the S $\frac{1}{4}$ lying South of the fence hereinafter described
- Section 27: All lying South of the fence hereinafter described EXCEPTING THEREFROM, the SE $\frac{1}{4}$ NE $\frac{1}{4}$
- Section 28: NE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 34: NE $\frac{1}{4}$
- Section 35: NE $\frac{1}{4}$

The fence hereinbefore referred to is described as follows:

Commencing at the Northeast Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 31 North, Range 59 East, M.D.B. & M., and running thence South 41-3/4° East 40 chains; thence North 78° East 13 chains; thence North 57-1/4° East 8.28 chains; thence South 58-1/2° East 45.94 chains, thence South 29-1/2° East 49.30 chains; thence North 26-3/4° East 14.76 chains; thence East 43.74 chains.

EXCEPTING THEREFROM, an undivided $\frac{1}{4}$ interest in and to all oil, gas petroleum, naptha and other hydrocarbon substances and all other minerals, as reserved in Deed from THE FEDERAL LAND BANK OF BERKELEY, recorded in Book 50, Page 415, Deed Records, in the Office of the County Recorder of Elko County, Nevada.

FURTHER EXCEPTING, an undivided $\frac{1}{4}$ interest in and to all oil, gas, petroleum, naptha and other hydrocarbon substances and all other minerals as reserved in Deed from WILLARD R. RICHARDS, JR., et al. recorded in Book 32, Page 647, Official Records, in the Office of the County Recorder of Elko County, Nevada.

PARCEL 2:

TOWNSHIP 31 NORTH, RANGE 59 EAST, M.D.B.&M.

Section 21: Lots 5, 6, 7 and 8; S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM, all oil and gas in said land as reserved in the Patent from the UNITED STATES OF AMERICA, recorded January 11, 1963, in Book 32, Page 654, Official Records, in the Office of the County Recorder of Elko County, Nevada.

FURTHER EXCEPTING FROM Parcels 1 and 2, $\frac{1}{2}$ of the First Parties interest in and to all steam and geothermal rights and products of every kind and nature whatsoever in and under said land, reserved by RULON E. CHRISTENSEN and SHIRLEY C. CHRISTENSEN, his wife, in deed recorded October 12, 1977, in Book 256, Page 101, Official Records, Elko County, Nevada.

TOGETHER WITH the right to divert 3,640.8 acre feet of water flowing in Colonel Moore Creek for the irrigation of 1,213.6 acres of the above-described land, being a portion of the rights allotted to Willard B. Richards, etal, as described in Proof of Appropriation No. 02406 in the Decree issued out of the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko, in the Matter of the Determination of the Relative Rights in and to the Water of Colonel Moore Creek and Its Tributaries in Elko County, Nevada;

ALSO TOGETHER WITH the right to divert 2,157 acre feet of water flowing in Birch Creek for the irrigation of 1,373.6 acres of the security as allotted to Willard B. Richards, etal, as described in Proof of Appropriation No. 02407 in the Decree issued out of the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko, in the Matter of the Determination of the Relative Rights in and to the Water of Birch Creek and Its Tributaries in Elko County, Nevada.

LINCOLN COUNTY:

PARCEL 3:

TOWNSHIP 1 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 5: Lot 2

TOWNSHIP 2 SOUTH, RANGE 55 EAST, M.D.B.&M.

Section 26: SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH the right to use underground and surface water arising from or flowing from any of the following described springs, creeks, wells or reservoirs, for stockwatering and domestic purposes, said rights being more particularly described as follows:

Mud Spring, Certificate #6894, located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 10, Township 1 North, Range 55 East, MDB&M.

Stinkbug Spring, Certificate #6900, located in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 17, Township 2 South, Range 57 East, MDB&M.

Sand Spring, Certificate # 01524, located in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 26, Township 2 South, Range 55 East, MDB&M.

Black Rock Well, Certificate #2950, located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 33, Township 2 South, Range 55 East, MDB&M.

Well No. 5, located in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 15, Township 3 South, Range 55 East, MDB&M.

Well No. 6, Certificate #2949, located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section 23, Township 3 South, Range 55 East, MDB&M.

Buttes Well, Certificate # 2951, located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section 6, Township 3 South, Range 56 East, MDB&M.

Tempiute Well, Certificate # 3441, located in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section 29, Township 3 South, Range 56 East, MDB&M.

Honest John Well, Certificate # 3217, located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section 17, Township 2 South, Range 55 East, MDB&M.

Wildhorse Spring and Pipeline, Certificate # 2877, located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section 12, Township 1 South, Range 56 East, MDB&M.

Well, Certificate # 6922, located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), Section 24, Township 3 South, Range 54 East, MDB&M.

Well, Certificate # 6904, located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), Section 6, Township 2 South, Range 56 East, MDB&M.

Well, Certificate # 6896, located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section 22, Township 1 South, Range 55 East, MDB&M.

Unnamed Spring, Certificate # 6895, located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Section 8, Township 1 North, Range 55 East, MDB&M.

Tanks and Troughs, Certificate # 6893, located in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4), Section 22, Township 1 North, Range 55 East, MDB&M.

Well, Certificate # 6892, located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), Section 7, Township 3 South, Range 55 East, MDB&M.

Well, Certificate # 6891, located in the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), Section 2, Township 4 South, Range 55 East, MDB&M.

Well, Certificate # 6890, located in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), Section 12, Township 4 South, Range 54 East, MDB&M.

Reservoir, Certificate # 6903, located in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), Section 17, Township 2 South, Range 56 East, MDB&M.

Reservoir, Certificate # 6902, located in Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), Section 17, Township 1 South, Range 56 East, MDB&M.

Reservoir, Certificate # 6901, located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section 19, Township 1 South, Range 56 East, MDB&M.

Reservoir, Certificate #6899, located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Section 35, Township 1 South, Range 55 East, MDB&M.

Reservoir, Certificate # 6898, located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section 24, Township 2 South, Range 55 East, MDB&M.

Reservoir, Certificate # 6897, located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), Section 31, Township 2 South, Range 56 East, MDB&M.

Wild Horse, Certificate # 8037, Located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Section 6, Township 1 South, Range 57 East, MDB&M.

Quinn Canyon Creek, Certificate # 11055, located in the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4), Section 35, Township 1 South,

Range 55 East, MDB&M.

Quinn Canyon Spring, Certificate # 105, located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section 8; Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), Section 5; and Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4), Section 5, all in Township 1 North, Range 55 East, MDB&M.

Shadow Well, being a vested water right established prior to 1905, located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), Section 31, Township 1 South, Range 56 East, MDB&M.

Also those waters known as "Tempiute Surplus Mill Water", "South End Reservoir Dry Channel", "Pink Hills Reservoir", "Well No. 27 and "Well No. 28."

CONTAINING 1,896.94 ACRES, MORE OR LESS.

81641

No. 81641
FILED AND RECORDED AT REQUEST OF
Frontier Title Company
November 30, 1984
AT 00 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 63 OF OFFICIAL
RECORDS, PAGE 240 LINCOLN
COUNTY, NEVADA.
YURIKO SETZER
COUNTY RECORDER

By *Maria Cordie*, Deputy