

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of Oct, 1984, by and between ROGER HATCH and MINERVA PEARL HATCH, husband and wife, as "Grantor", and FRONTIER TITLE COMPANY, as "Trustee", and JANE BRADSHAW, formerly JANE WHIPPLE, and KEITH WHIPPLE, Trustees under Trust Agreement dated March 17, 1969, as amended January 30, 1977, as "Beneficiary".

W I T N E S S E T H:

That Grantor hereby grants, transfers, and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

PARCEL 1:

TOWNSHIP 1 NORTH, RANGE 65 EAST, M.D.B.&M.

Section 26: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT the West 25 rods thereof.
Section 34: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPT the West 25 rods thereof.

TOWNSHIP 1 SOUTH, RANGE 65 EAST, M.D.B.&M.

Section 5: Lot 4, EXCEPT the East 15 rods thereof; S $\frac{1}{2}$
Section 6: Lot 1; E $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING FROM Sections 5 and 6, Township 1 South, Range 65 East, M.D.B.&M., all coal and other minerals, reserved by the United States of America, in Patent recorded September 10, 1934, in Book D-1, Page 399, Real Estate Deeds, Lincoln County, Nevada.

PARCEL 2:

TOWNSHIP 1 NORTH, RANGE 65 EAST, M.D.B.&M.

Section 27: The West 25 rods of the SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 34: The West 25 rods of the NE $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 1 SOUTH, RANGE 65 EAST, M.D.B.&M.

Section 5: Lots 1, 2, and 3 and the East 15 rods of Lot 4

PARCEL 3:

TOWNSHIP 1 NORTH, RANGE 65 EAST, M.D.B.&M.

Section 34: NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$

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TOGETHER WITH the following on or appurtenant to each parcel:

- A. All buildings, fixtures, and improvements thereon.
- B. All corrals, fences, stockwater troughs, water tanks and pipelines, and stockwater and domestic water systems on said lands.
- C. All springs, wells, water and water rights adjudicated, appropriated, decreed, certificated, vested or appurtenant to each parcel including all certificates, permits, applications, proofs and maps therefor, and all dams, ditches, diversions, canals, pipelines, well casings, well pumping equipment, troughs and all other means, methods, and systems of using water and water rights and applying them to beneficial use on each parcel and including but not limited to all stockwater and stockwater rights for use on the described lands; and including, but not limited to the following permits, applications or certificates issued by the Office of the State Engineer of the State of Nevada:
 1. Thorley's Reservoir (Ely Spring) located in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 1 South, Range 65 East, M.D.B.&M., Application No. 8698, Certificate No. 5705.
 2. Tex Spring, located in the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 22, Township 1 North, Range 65 East, M.D.B.&M., Application No. 10119, Certificate No. 2355.
 3. Iron Tank Spring, located in the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 23, Township 1 North, Range 65 East, M.D.B.&M., Application No. 10120, Certificate No. 2356.
 4. Porphyry Spring, located in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 4, Township 3 South, Range 65 East, M.D.B.&M., Application No. 9660, Certificate No. 2293.
 5. Porphyry Wash on the South boundary of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Township 2 South, Range 65 East, M.D.B.&M., Application No. 11118, Certificate No. 2826.
 6. Black Canyon Reservoirs, located in the Southwest Quarter (SW $\frac{1}{4}$) of the

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Northwest Quarter (NW $\frac{1}{4}$) of Section
24, Township 2 South, Range 64 East,
M.D.B.&M., Application No. 5371,
Certificate No. 1119.

- D. All easements, rights of way and licenses appurtenant to or used in connection with said lands.
- E. All rights, privileges, preferences, term permits and leases to graze livestock on the public lands administered by the Bureau of Land Management based on, apportioned and attached to the above-described lands or water rights or both, with all range improvements and stockwater rights on the public lands grazed pursuant to these preferences and the cooperative agreements and permits therefor.
- F. All right, title, interest and estate Grantor has in and to all geothermal resources, geothermal energy, coal, oil, gas, oil shales and minerals of every kind and nature whatsoever, existing upon, beneath the surface of, or within the above-described lands, and all mines thereof, with all leases, rentals, royalties, and other consideration therefor.

TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits of all the foregoing described ranch parcels.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of \$370,000.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligations secured hereby.

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To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security;

2. The Grantor shall:

- A. Maintain, care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable normal wear and depreciation, replacement, substitution or improvement as herein provided;
- B. Not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless:
 - (1) The same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; or
 - (2) Beneficiary consents in advance; or
 - (3) Such removal or demolition does not reduce the value of the security as an operating ranch below its value as of the date of this Deed of Trust.
- C. Not commit or permit any waste of the land, buildings, improvements and fixtures on said premises;
- D. Farm, maintain, irrigate, harvest, and graze the meadow and pasture areas of the premises in at least the same ranching and husbandman-like manner as is the common ranch practice in the area of the ranch;
- E. Properly maintain, put to beneficial use and utilize all wells and water rights appurtenant, appropriated, certificated or decreed to, or used in connection with, any portion of the premises so as not to allow any water rights to be jeopardized, diminished, reduced, damaged, or lost;
- F. Graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located;

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- G. Apply for active use and utilize or take nonuse of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon lands administered by the Bureau of Land Management based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantor.
- H. Not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.
- I. Operate the ranch according to the dictates of good ranch, soil, plant, water and range management common in the area of the ranch.

3. The following covenants, Nos. 1, 2, (replacement cost), 3, 4, (118), 5, 6, (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon the premises at all reasonable times for the purposes of: inspecting the premises; determining Grantor's performance hereof; and taking all reasonable actions authorized under the terms of this Deed of Trust.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO GRANTOR, HOWEVER, the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time with or without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in the Beneficiary's own name sue for or otherwise collect such rents, issues and profits (including those past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking

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possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

10. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantors or any Maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

11. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

12. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

13. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary and to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

14. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

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15. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The words "Grantor" and "Beneficiary" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

16. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

17. The Grantor hereby covenants and agrees that neither the acceptance or existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

18. It is expressly understood and agreed that this Deed of Trust is subordinate only to a Mortgage dated January 15, 1972 executed by KENT WHIPPLE and JANE E. WHIPPLE, Mortgagors, in favor of GLENWOOD HIRSCHI and LANETTA J. HIRSCHI, Mortgagees, recorded March 17, 1972 in Book 3 of Official Records at page 553 in the Office of the County Recorder of Lincoln County, Nevada as to Parcel 1 hereof.

19. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

20. In addition to the fixtures described or referred to in the description of property in this Deed of Trust, the following are included in the property subject to this Deed of Trust which shall, for all purposes, be deemed to be fixtures: (a) all buildings, structures and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises; (b) all building fixtures, appliances and equipment that now or hereafter are attached to or installed in, or placed in or upon, any building or improvement or any portion of the described real property, including but not limited to all furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment and installations; all plumbing, plumbing fixtures and equipment; (c) all fences, cattleguards and gates; and (d) all pipelines, well casings, well pumps and pumping equipment, troughs, tanks and stockwater and domestic water systems; all storage tanks and all corrals. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the described real property and to such buildings or improvements, and a part of the real property conveyed under this Deed of Trust, whether or not the same may be subject to any Security Agreement.

21. To the extent this Deed of Trust contains fixtures and personal property, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

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IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

GRANTOR:

Roger Hatch
ROGER HATCH

Minerva Pearl Hatch
MINERVA PEARL HATCH

GRANTOR'S ADDRESS:

Alamo, Nevada 89001

STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

On October 25, 1984, personally appeared before me, a Notary Public, ROGER HATCH and MINERVA PEARL HATCH, who acknowledged that they executed the above instrument.

G. Perry Wilson
NOTARY PUBLIC



81659

No. 81659
FILED AND RECORDED AT REQUEST OF
Keith Whipple

Dec. 7, 1984

AT 5 MINUTES PAST 4 O'CLOCK

P M IN BOOK 63 OF OFFICIAL

RECORDS, PAGE 277 LINCOLN

COUNTY, NEVADA.

Keith Whipple
COUNTY RECORDER

81589

No. 81589
FILED AND RECORDED AT REQUEST OF
Keith Whipple

November 20, 1984

AT 45 MINUTES PAST 12 O'CLOCK

P M IN BOOK 63 OF OFFICIAL

RECORDS, PAGE 117 LINCOLN

COUNTY, NEVADA.

Keith Whipple
COUNTY RECORDER

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