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SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 21st day of April, 1989, between ROGER J. HATCH and MINERVA PEARL HATCH, husband and wife, as joint tenants with full rights of survivorship

whose mailing address is Box 211, Alamo, Nevada 89001, herein called GRANTOR or TRUSTOR, (number and street) (city) (state) (zip code)

STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and JANE BRADSHAW, formerly JANE WHIPPLE AND KEITH WHIPPLE, Trustees under Trust Agreement dated March 17, 1969 and Amended January 30, 1977

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED FIFTY FOUR AND 29/100 DOLLARS (\$179,554.29)

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Lincoln County, Nevada, described as:

COLLATERAL DESCRIBED ON Attachment "A" ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART HEREOF.

Note secured by this Deed of Trust payable at Pioche, Nevada, or as directed TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS ARE PRINTED ON THE REVERSE HEREOF) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 17, the amount of fire insurance required by covenant 2 shall be \$ none and with respect to attorney's fees provided for by covenant 7 the percentage shall be one %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signatures of Roger J. Hatch and Minerva Pearl Hatch with printed names below.

STATE OF NEVADA, COUNTY OF Clark } ss On April 25, 1989 before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROGER J. HATCH and MINERVA PEARL HATCH

ESCROW NO. } ST 89-05-0039-JD ORDER NO. } WHEN RECORDED MAIL TO: Keith Whipple, Trustee Box 2, Hiko, NV 89017

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

WITNESS my hand and official seal. Notary Public in and for said County and State NOTARY PUBLIC STATE OF NEVADA County of Clark Jacqueline J. Donato My Appointment Expires April 14, 1990

Attachment "A" Page 1

Situated in the County of Lincoln, State of Nevada:

PARCEL I:

TOWNSHIP 1 North, Range 65 East, M.D.B.&M.

Section 26: SW 1/4, SW 1/4  
Section 27: SE 1/4, SE 1/4  
Section 34: NE 1/4, NE 1/4

PARCEL II:

Township 1 North, Range 65 East, M.D.B.&M.

Section 34: NE 1/4, NW 1/4  
NW 1/4, NE 1/4

PARCEL III:

Township 1 South, Range 65 East, M.D.B.&M.

Section 5: Lots 1, 2, 3, and 4; South 1/2  
Section 6: Lot 1; E 1/2, SE 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.

ATTACHMENT "A" PAGE 2

Right, title and certificates issued by the Office of the State Engineer of the State of Nevada, located in the County of Lincoln, State of Nevada, described as follows:

Thorley's Reservoir (Ely Spring) located in the Northeast Quarter (NE1/4) of the Southeast quarter (SE1/4) of Section 5, Township 1 South, Range 65 East, M.D.B. &M., Application No. 86698, Certificate No. 5705.

Tex Spring, located in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 22, Township 1 North, Range 65 East, M.D.B. &M., Application No. 10119, Certificate No. 2355.

Iron Tank Spring, located in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 23, Township 1 North, Range 65 East, M.D.B. &M., Application No. 10120, Certificate No. 2356.

Porphyry Spring, located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 4, Township 3 South, Range 65 East, M.D.B. &M., Application No. 9660, Certificate No. 2293.

Porphyry Wash on the South boundary of the Southeast quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 33, Township 2 South, Range 65 East, M.D.B. &M., Application No. 11118, Certificate No. 2826.

Black Canyon Reservoirs, located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 24, Township 2 South, Range 65 East, M.D.B. &M., Application No. 5371, Certificate No. 1119.

TOGETHER WITH all rights, privileges, licenses and easements relating to or used in connection with said water rights and the use of the waters therefrom; and

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

Attachment "A" Page 3

BLM GRAZING PERMITS:

11029 Ely Springs Cattle  
Active 2148 AUM's

179 Cattle 03/01 02/28 100

21030 Ely Springs Sheep  
Active 1158 AUM's

259 Cattle 10/16 02/28 100

Active 647 AUM's

Attachment "A" Page 4

All rights, privileges, preferences, permits and leases to graze livestock on the federal lands administered by the Bureau of Land Management to the extent of 2,100 AUM's as hereinafter described, which AUM's are based on, apportioned and attached to the base property set forth on page 2 hereof, and in said BLM grazing permit, whether land base or water base, together with all range improvements and stockwater rights on the federal lands grazed pursuant to these preferences and the cooperative agreements and permits therefor. Said 2,100 AUM's are more particularly described as being located in the Ely Springs Cattle Allotment in the two southern-most fields, which fields or pastures are referred to as pasture number 3, being the southwest pasture, and pasture number 4, being the southeast pasture.

For clarification purposes, it is understood and agreed by the Trustors (Hatch) and the Beneficiaries (Whipple Trust) that by the recordation of this deed of trust, Beneficiaries shall have a third position (junior to two FmHA loans) encumbrance on the real property described on page 1 of this Attachment "A", a third position (junior to two FmHA loans) encumbrance on the AUM's described on page 3 of this Attachment "A", and a first position encumbrance on the above-described 2,100 AUM's, together with water rights which serve as base property for said AUM's on which the beneficiary shall also retain a first lien position. Above referenced FmHA loans not to exceed \$400,000.00 during the term of this encumbrance.

No. 91132

FILED AND RECORDED AT REQUEST OF  
Dominick Belingheri

April 25, 1989

At 20 HUNDRED AND 4 CENTS &

PER 84 OF DIVISION

RECORDS PAGE 637 LINCOLN

COUNTY, NEVADA

FRANK C. HULSE

COUNTY RECORDER

By Mara Cordie, Deputy