

USDA FmHA
Form FmHA 427-717-00
(Rev. 5-80)

REAL ESTATE DEED OF TRUST FOR UTAH AND NEVADA

THIS DEED OF TRUST is made and entered into by and between the undersigned

KEITH L. BOWMAN and CHARLEEN C. BOWMAN, husband and wife

As Joint Tenants With Full Rights of Survivorship

residing in Lincoln County, NEVADA where post office address
is P. O. Box 236, Alamo, NEVADA

as trustor(s) herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, a Government agency, 125 South State Street, Room 5434 Federal Building, Salt Lake City, Utah 84138, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreements, herein called "note," which has been executed by Borrower, is payable to the order of the Government, or its assigns, and the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument _____
Principal Amount
\$70,000.00

(The interest rate for United resource farm ownership or limited commerce operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1969 or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government or its assigns the Government should insure this instrument without insurance of the note, this instrument shall secure payment of the note and shall secure any FUTURE ADVANCES by the Government to the Borrower (all references herein to the "note" shall be deemed to include such future note(s)); but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and debt shall constitute an indemnity deed of trust to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the repayment of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a

NOW, THEREFORE, in consideration of the loan(s) Borrower does hereby grant, bargain, sell, convey, and assign unto trustee the following described property situated in the State of Utah, Nevada, County(ies) of

See Attachment A for complete legal description here in to make a part of this

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together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or seasonably necessary to the use thereof, including but not limited to ranges, irrigations, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, water stock, and sprinkling and irrigation systems, pertaining thereto, and all payments of any kind owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property."

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever and in fee simple.

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without assurance of the payment of the note, to secure prompt payment of the note and any interest and extensions thereof and any agreements contained therein, including any provisions for the payment of an advance or other charge; (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower; and (c) at any time and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described and the performance of every covenant and agreement of Borrower contained herein or in any supplemental agreement.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, restrictions, or conveyance specified hereinafter, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby created and to indemnify and save harmless the Government against any loss under its insurance of payment of the note in reason of any default by Borrower, at all times when the note is held by an insured holder. Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmer's Home Administration.

(3) If required by the Government to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government the Government may at any time pay any other amounts including advances for payment of prior and in course here, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and in course here, in addition to any advances required by the terms of the note as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall release Borrower from breach of Borrower's covenant to pay. Any payments made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property as a good and businesslike farmer, comply with such farm conservation practices and laws and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cease or permit water, irrigation or improvement of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority herein and to the enforcement of or the compliance with the provisions hereof and of the note and any supplemental agreement (whether before or after default) including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorney's fees, trustee's fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive right as hereinafter provided, including but not limited to the power to grant extensions, partial waivers, modifications, and satisfaction, and no third parties shall have any right, title or interest in or to the loan or any benefits therefrom.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may, (a) extend or defer the maturity of, and review and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and indebtedness on loan, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forgiveness by the Government—whether once or given—does not constitute any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or personal property or other security instrument held or secured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation on this instrument as secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged as bankrupt or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) institute and request Trustee to foreclose this instrument and sell the property as provided by law, (e) bring an action to foreclose this instrument, obtain a deficiency judgment, or enforce any other remedy provided by law.

(18) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower, and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at Trustee's option may conduct such sale without being personally present, through Trustee's delegate authorized by Trustee for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through Trustee's delegate duly authorized in accordance herewith.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior loans required by law or a competent court to be paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be paid, (e) as the Government's option, any other indebtedness of Borrower owing to or levied by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debt of Borrower owing to or secured by the Government, in the order prescribed above.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise, and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting commencement of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other remedy of instruments, or (c) limiting the conditions which the Government may by regulation impose, including the interest rate of any charge, as a condition of approving a transfer of the property to a loan borrower.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or lease the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone on Borrower's behalf shall be liable or bound to anyone for the sale or lease of the dwelling or will otherwise endeavor to discharge any liability, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(23) If Borrower has a permit or approved application for the appropriation of water for use on or for the benefit of the property hereinafter described, Borrower will perform and complete all the action and fulfill all the conditions necessary to perfect such water right; and in the event of Borrower's failure to do so, the Government shall have the right to complete such action and to advance such sums as may be necessary for such purpose, such advances to be treated by the instrument.

(24) If the property, or any part thereof, is a lease or a purchaser's interest in a contract of sale, Borrower will pay when due all taxes, contract payments and any and all other charges required by said lease or contract, will comply with all other requirements of said lease or contract, and will not surrender or relinquish, without the Government's written consent, any of Borrower's right, title and interest in or to the property or the lease or contract while this instrument remains in effect.

(25) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive to favor of the Government all grazing privileges, permits, licenses, or lease agreements to be used in connection with said land, and Borrower further covenants and agrees to produce records thereof prior to their expiration, to pay all fees and charges and to perform all acts and to do all things necessary to keep and preserve all said grazing rights and interests thereof, and in the event of the failure of Borrower to do any of these things the Government may do in on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) Borrower further agrees that the land(s) covered by this instrument will be in default should any time proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land, or the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart C, Exhibit B.

(27) This instrument shall be subject to the previous regulations of the Farmers Home Administration, 240 to its future regulations not inconsistent with the express provisions hereof.

(28) Notices, including any Notice of Default and Notice of Sale, shall be sent by certified mail, return receipt requested by law, and addressed, unless and until some other address is designated in a notice as given, to the care of both Trustee and the Government to the Farmers Home Administration at the address stated above and in the case of Borrower at the post office address stated above.

(29) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or assumed hereby, the Government shall request Trustee to execute and deliver to Borrower at Borrower's address a full reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws regarding such execution or delivery of such reconveyance.

(30) If any provision of this instrument or application thereof to any person or circumstance is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) and seal(s) of Borrower this 10th day of JANUARY, 1980.

Keith L. Roman
KEITH L. ROMAN
Charles C. Roman
CHARLES C. ROMAN

STATE OF Nevada }
COUNTY OF Clark }

ACKNOWLEDGMENT

On this 10th day of JANUARY, 1980, personally appeared before me

KEITH L. ROMAN and CHARLES C. ROMAN the signers of the above instrument,

known to me to be the persons whose names are subscribed to the same.

Cheryl A. Koschick
Cheryl A. Koschick
NOTARIAL SEAL

Notary Public, residing at: Las Vegas, Nevada

My commission expires July 3, 1980

NEVADA ONLY - The United States does not claim exclusive jurisdiction over the property herein described.

Janette Hubler
Janette Hubler
County Supervisor, Farmers Home Administration
U.S. Department of Agriculture

WHEN RECORDED MAIL TO:
Lawyer Title of Nevada
333 South Third Street
Las Vegas, Nevada 89101

LAWYERS TITLE OF NEVADA

ESCROW No. 8910680-CX

ATTACHMENT A

Situate in the County of Lincoln, State of Nevada, described as follows:

That portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 7 south, Range 61 East, M.D.B. S.M., and further being a portion of Lots Two (2) and Three (3) in Block Forty-Five (45) of the ALAMO TOWNSITE MAP filed February 22, 1922 and further being a portion of an unidentified parcel as shown by that certain Parcel Map on file in Book A-1 of Plats, Page 272, recorded March 11, 1987, Lincoln County, Nevada Records, described as follows:

A parcel of land situate in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. S.M., in the town of Alamo, Lincoln County, Nevada, and further described as follows:

COMMENCING at the Southwest corner of said Section 5; THENCE running North 60 32'21" East, a distance of 2,684.76 feet to the Northwest corner of Lot Two (2) in Block Forty-Five (45) of Alamo Town; THENCE running South 0 48'42" East, a distance of 197.5 feet, said point being the TRUE POINT OF BEGINNING; THENCE North 89 11'18" East, a distance of 247.5 feet; THENCE South 0 48'42" East, a distance of 100 feet; THENCE South 89 11'18" West, a distance of 247.5 feet; THENCE North 0 48'42" feet a distance of 100 feet to the TRUE POINT OF BEGINNING.

9290

PLAT NO RECORD # 811.15 @
Bentley Building
3 FEBRUARY 1990
AS SHOWN BY I. J. COOK
LAWYERS TITLE OF NEVADA
211 LINCOLN
CO. OF NEVADA

Frank C. Bulse
FRANK C. BULSE COUNTY CLERK OF

89 215