

USDA-FmHA  
Form FmHA 427-1 NV  
(12-89)

Position 5

REAL ESTATE DEED OF TRUST FOR NEVADA  
WITH ASSIGNMENT OF RENTS

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

KEITH M. WHIPPLE, A married man

residing in LINCOLN County, Nevada whose post office address  
is P.O. BOX 2, HIKO Nevada 89017

as trustor(s), herein called "Borrower," and COV COUNTY TITLE COMPANY

whose mailing address is 163 ERIE MAIN STREET, BOX 1608, TONOPAH, Nevada 89049,  
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  
agreement(s) or any shared appreciation or recapture agreement, herein called "note", which has been executed by Borrower,  
contains provisions setting forth the interest rate, is payable to the order of the Government, authorizes acceleration of the  
entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument

12/30/92

Principal Amount

\$25,000.00

(The interest rate for limited resource farm ownership or limited resource 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 1949 or  
any other statutes 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 in the event the Government should assign this instrument without insurance of the note, this instrument  
shall secure payment of the note; 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 such 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 recapture of any interest credit or subsidy which may be granted to the Borrower  
by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation Agreement/Recap-  
ture Agreement entered into pursuant to 7 U.S.C. 2001.

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 LINCOLN County(ies) of Nevada:

SEE ATTACHMENT "A" HEREIN MADE A PART OF THIS DOCUMENT

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom (subject to the right of the Government to collect and apply the same as provided in Covenant (31) of this instrument); all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to ranges, refrigerators, 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 at any time 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."

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 insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provisions for the payment of an insurance 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) in any event 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 supplementary 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, reservations, or conveyance specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by 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 Farmers 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/or junior liens, 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/or junior liens, 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 price designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment 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 receipt evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its requests to deliver such policies to the Government. The amount collected under any fire or other insurance policy may be applied by the Government upon the loan or any other indebtedness secured by this instrument in such order as the Government determines, or at the Government's option may be released to Borrower.

- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment 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 hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary 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, attorneys' fees, trustees' 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 rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien of any benefits hereof.
- (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) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) 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 forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of 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 insured 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 in this instrument or 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 in bankruptcy 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 reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application 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) authorize 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, or 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 liens required by law or a competent court to be so 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 so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured 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 debts of Borrower owing to or insured 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) providing for homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.
- (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 therein called "the dwelling" and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, 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 hereinabove 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 secured by this 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 rents, 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 in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals 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 renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so 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 loan(s) secured by this instrument will be in default should any loan 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 G, Exhibit M.

(27) This instrument shall be subject to the present regulations of the Farmers Home Administration, and 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, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case 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 shown 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 secured 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 requiring earlier execution or delivery of such reconveyance.

(30) This instrument also secures future advances to Borrower when evidenced by note(s) for any loan(s) made by the Government, subject to the same terms and conditions regarding assignment of said note(s) as provided in this instrument, and all references in this instrument shall be deemed to include such future note(s). The future advances are at the option of the Government. The maximum amount to be secured as future advances will be evidenced by, and stated in, a promissory note or notes reciting that they are secured by this deed of trust.

(31) As additional security, Borrower assigns to and confers upon the Government the power to collect the rents, issues, profits and income of the property, reserving to Borrower the right to collect and retain same prior to any default under this instrument. The Government may apply said rents and other income on the loan or any indebtedness secured by this instrument in any or less it may determine and without regard to the adequacy of security for same.

(32) Any award for damages or injury to the property, including any award for its condemnation for public use, is assigned to the Government which may apply or release the money in the same manner and with the same effect as provided in Covenant (8).

(33) The Government may, from time to time, as provided by statute, or by a writing, signed, acknowledged and recorded in the office(s) of the county recorder(s) of the aforesaid county(ies) appoint another Trustee in place and stead of Trustee named in this instrument and thereupon, the Trustee named in this instrument shall be discharged and Trustee so appointed shall be substituted as Trustee under this instrument with the same effect as if originally named Trustee in this instrument.

(34) If any provision of this instrument or application thereof to any person or circumstances 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 31 day of Dec., 19 92

Keith M. Whipple  
KEITH M. WHIPPLE (Seal)  
(Seal)

STATE OF NEVADA }  
COUNTY OF Lincoln }

ACKNOWLEDGMENT

On this 31ST day of December, 19 92, personally appeared before me Keith Whipple the signer(s) of the above instrument, who duly acknowledged to me that He executed the same.

(NOTARIAL SEAL)  JUDY A. ETCHART  
NOTARY PUBLIC, STATE OF NEVADA  
THROUGH DEED DELIVERED 11-00-91  
APPT. EXP. 1-21-94

Notary Public, residing at: Proctor, NV  
Judy A. Etchart  
My commission expires: January 21, 1994

The United States does not seek exclusive jurisdiction over the property herein described.

Scott Stubbins  
County Supervisor, Farmers Home Administration  
U.S. Department of Agriculture

ATTACHMENT A

**Parcel I:**

The Southerly 693 Feet of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and all of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 11; and

All of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 14, All in Township 4 South, Range 60 East, M.D.M.

Excepting a Portion of said Land as Conveyed to state of Nevada by Deed Recorded June 4, 1975 in Book 14, page 448, of Official Records.

**PARCEL II:**

The following described property situated in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 14, Township 4 South, Range 60 East, M.D.M.

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);  
THENCE RUNNING NORTH ALONG THE WEST BOUNDARY LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, 370 FEET;  
THENCE EAST 825 FEET;  
THENCE NORTH 140 FEET;  
THENCE EAST 1815 FEET TO THE EAST BOUNDARY LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14; THENCE SOUTH ALONG SAID BOUNDARY LINE 537 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;  
THENCE WEST 2640 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LANDS DESCRIBED ON THE FOLLOWING DEEDS:

1. DEED FROM JOHN CASTLES TO LOUIS STERNS RECORDED MAY 6, 1882 IN BOOK "P" OF DEEDS, PAGE 257;
2. DEED FROM JOHN CASTLES TO HENRY SHARP RECORDED SEPTEMBER 21, 1833 IN BOOK "P" OF DEEDS, PAGE 392;
3. DEED FROM JOHN CASTLES TO WILLIAM. M. WILSON RECORDED JANUARY 15, 1885 IN BOOK "P" OF DEEDS, PAGE 506;
4. DEED FROM LOUISE O. WHIPPLE TO LOIS POTTER, ET AL, RECORDED MARCH 9, 1954 IN BOOK "J-1" OF DEEDS, PAGE 488.

**PARCEL III:**

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

**PARCEL IV:**

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14;  
THENCE WEST 295 FEET TO THE EASTERLY LINE OF THE HIKO VALLEY HIGHWAY;  
THENCE NORTHERLY ALONG SAID HIGHWAY TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);  
THENCE EAST 280 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);  
THENCE SOUTH ALONG THE EAST LINE THEREOF 1320 FEET TO THE POINT OF BEGINNING.

**PARCEL V:**

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 14, DISTANT 932 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION, BEING A POINT IN THE WEST LINE OF HIKO VALLEY HIGHWAY;  
THENCE NORTH 8 EAST 266 FEET ALONG THE WESTERLY LINE OF THE HIKO VALLEY HIGHWAY;  
THENCE NORTH 62 WEST 1097 FEET TO THE WEST LINE OF SAID SECTION;  
THENCE SOUTH 282 FEET;  
THENCE SOUTH 62 EAST 1005 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCELS IV AND V THE INTEREST CONVEYED TO THE STATE OF NEVADA FOR HIGHWAY AND INCIDENTAL PURPOSES BY DEEDS RECORDED MARCH 25, 1948, IN BOOK "H-1" OF DEEDS, PAGE 210 AND RECORDED APRIL 28, 1948 IN BOOK "H-1" OF DEEDS, PAGE 223.

ALSO EXCEPTING ANY PORTION OF PARCELS IV AND V NOT INCLUDED WITHIN THE LAND CONVEYED TO D. J. FALLIS BY DEED RECORDED APRIL 18, 1882 IN BOOK "P" OF DEEDS, PAGE 246.



PARCEL VI:

THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.

PARCEL VII:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 60 EAST, M.D.M.;

THENCE RUNNING WEST 280 FEET TO THE EAST SIDE OF THE HIKO VALLEY HIGHWAY;  
THENCE NORTH ALONG SAID EAST SIDE OF HIGHWAY, 310 FEET, MORE OR LESS, TO INTERSECTION OF ROAD TO HIKO, NEVADA, WITH HIKO VALLEY HIGHWAY;

THENCE ALONG SOUTH SIDE OF HIKO ROAD TO THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14;

THENCE SOUTH ALONG SAID BOUNDARY LINE, 310 FEET, MORE OR LESS, TO PLACE OF BEGINNING.

CONTAINING 336.00 ACRES, MORE OR LESS.

TOGETHER WITH the right to use underground water from a well located North 73 fifteen minutes 6 seconds West 2164.26 feet from the South Quarter-Corner of Section 11 Twp. 4 South Rge. 60 East MDB&M, for irrigation of 58.9 acres of the above described land as evidenced by Certificate of Appropriation of Water No. 6093 (Application No. 19094) issued by the Nevada State Engineer to Keith Murry Whipple and Gwendolyn L. Whipple, and the approved application(s) for change of point of diversion on file in the Office of the State Engineer. And 14 shares of HIKO IRRIGATION AND WATER COMPANY

STOCK evidenced by Certificat #33

The entire inventory of sprinkler irrigation equipment owned by the trustors comprised of the following enumerated components which is deemed to be fixtures and a part of the real property encumbered by this deed of trust;

- One wheel roll line 1400 feet in length and one wheel roll line 1500 feet in length, both equipped with 5 1/2" wheels and "Wade Rain" movers;

-All pumps, motors, surface pipe and equipment if a like nature to that herein described which may hereafter be acquired, including but not limited to replacement parts of the existing system.

ATTACHMENT 1

Situate in or near Hiko, in the County of Lincoln, State of Nevada:

All of that certain tract beginning on the Quarter Section line between NE 1/4 and NW 1/4 of SW 1/4 of Section 14, T. 4 S., R. 60 E. M.D.M., South 210 feet from NW corner of said NE 1/4 SW 1/4, and running thence; East 110 feet 10 inches to the NE corner of this tract; thence about S. 1 30' W. approximately 470 feet, thence West 2 feet, thence South 90 feet 2 inches to intersect street fence, thence East along Street line 2 feet, thence South 44 feet across the street to street fence, thence South 140 feet to the SE corner of this tract; thence West 105 feet to the Quarter Section line and the SW corner of this tract; thence North along Quarter Section line 140 feet to intersect street fence, thence North along Quarter Section line 140 feet to intersect street fence, thence North 44 feet across the street to street fence, thence West along street fence 51 feet 6 inches, thence about N. 2 E. approximately 560 feet to NW corner of this tract; thence East 31 feet 8 inches to the point of beginning; containing approximately 2.24 acres (exclusive of street) in the N 1/2 SW 1/4 of said Section 14.

ATTACHMENT 3

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

Beginning at a point from which the Southwest corner of Sec. 14, T4S., R60E., MDB&M., bears due South a distance of 843.55 feet, thence N. 83 40' E., for a distance of 1007.68 feet to a point on the west right of way line on Nevada State Highway, thence S. 5 25' E. for a distance of 400.00 feet along the west right of way line of said Highway, thence along a curve on the west right of way of said Highway the elements of the curve being R=1170 feet, the central angle 14 20', the arc length 286 feet and the chord length 285.18 feet, to a point on the west right of way line on said Highway, thence N. 62 00' W. for a distance of 1194.16 feet to the point of beginning. The above parcel of land containing 8.587 acres, and is situated in the SW1/4SW1/4 of Sec. 14, T4S., R60E.,MDB&M.



Situate in Lincoln County, Nevada, bounded and described as follows, to-wit:

Beginning at a point which is located on the south fence line of a road from which the West 1/4 corner of Sec. 14, T4S., R60E., MDB&M., bears N. 61 11' W. for a distance of 1637.70 feet; thence N. 88 38' E., for a distance of 152.45 feet to a point, thence due south for a distance of 143.69 feet to a point, thence due west a distance of 152.45 feet to a point, thence due north a distance of 140.00 feet to the point of beginning. The above described parcel of land contains 0.496 acres.

Also, beginning at a point from which the west 1/4 corner of Sect. 14, T4S., R60E., MDB&M., bears M. 65 36' W., for a distance of 1576.60 feet, said point of beginning is located about 10 feet northerly from the Northeast corner of Keith Whipples house, thence due south 92.00 feet to a point on the north fence line of road, thence N. 88 38' E., along said fence line for a distance of 152.00 feet to a point, thence due north for a distance of 88.40 feet to a point, thence due west for a distance of 152.00 feet to the point of beginning. The above described parcel of land contains 0.314 acres.

ATTACHMENT 5

Parcel of land situate, lying and being in the Hiko Section 11, T4S, R60E County of Lincoln, State of Nevada, and bounded and particularly described as follows, to-wit:

Parcel in the SW 1/4 of the Sw 1/4 of section 11, T4S, R60E, MDB&M described as follows: Beginning at the NW corner of said quarter-quarter section, proceeding east 920 feet along the 1/16th section line; thence south 36 degrees 35 minutes west a distance of 590.76 feet; thence west parallel to the said 1/16TH line 590 feet to the north-south section line; thence north 495 feet along the section line to the point of beginning containing 8.58 acres more or less.

099767

FILED AND RECORDED AT REQUEST OF  
Kenneth Whipple  
Dec. 31, 1992

T 20 MINUTES PAST 11 O'CLOCK  
P. 104 IN BOOK 104 OF OFFICIAL  
RECORDS, PAGE 369 LINCOLN  
COUNTY, NEVADA.

*Juriko Setzer*  
COUNTY RECORDER