Recording Requested by: WHEN RECORDED MAIL TO: WESTERN FARN CREDIT BANK P.O. BOX 13106 BACRAMENTO, CA 95813 ESCTOW NO! SI 92-05-0889 JD DEED OF TRUST AND ASSIGNMENT OF BRITS THIS DEED OF TRUST, made this 19th day of January 19 93 between B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, which acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION, and Beneficiary, a componention, mining and operation of the County WILLIAMS AND ASSIGNS unce said Trustee; in trust, with power and acquired fittle as B.B.B. LAND. A. CAPTLE COMPANY. A REVARLA CORPORATION of the STORY. AND ASSIGNS unce said shrubby and improvements of compy that the top County and the County Beneficiary. A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR THE FURPOSE OF CORRECTING THE LEGAL DESCRIPTION. THE SUMMENT OF THE STORY AND ASSIGNS and County of the Assignment of the property and property assignment of the property and property assignment and contents property and the property and the property and and tenements, include mentals or adjustments and of the property and the times, in the manner and with interest as therein as forth (notes and property and adjustments on the property and and contents and and tenements, and and the mentals and the					
Recording Requested by: WHEN RECORDED MAIL TO: WESTERN FARM CREDIT BANK P.O. BOX 13106 SACRAMENTO, CA 95813 ESCHOW NO: ST 92-05-0489 JD DEED OF TRUST AND ASSIGNMENT OF MENTS THIS DEED OF TRUST, made this 19th day of January 19 93 between H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as M.H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as M.H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as M.H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as M.H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which acquired title as M.H.H. LAND A CAPTLE COMPANY, a Marridg Corporation, which are following described to the property situated in the County Lincoln WITHNESSETH: That Truster IRREVOCABLY ORANTS, CONVEYS AND ASSIONS unto end Trustee, in trust, with power are to the following described to property situated in the County Lincoln FOR DESCRIPTION OF REAL PROPERTY ENE EXHIBIT "A" ATTACHED HERSTO AND MADE A PART HERSOY. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. COGETHER WITH: all buildings, structures, optimenes, factures (including trust, vines and shrubs) and improvements of every kind exception now or herester conscioused or placed thereon; all existing and future water rights, however evidence, to the bus of water signification, and the property and supported and demonster purposes, sadding irrigation and watering equipments and system, dische, hierals, conduits, signification, and company used to company asserts or to drain the property. all of which rights are hereby and asportment to the property which the property, and which the property, and shall be company as a special control of the control of the control of the control of the property and assert to the control of the property, and shall control of the property, and shall					
WHEN RECORDED MAIL TO: WESTERN FARM CREDIT BANK P.O. BOX 13106 BACRAMENTO, CA 95813 ESCEOW NO: ST 92-05-0489 JD BELD OF TRUST AND ASSIGNMENT OF REPUTS THIS DEED OF TRUST, made this	7518. LIN				
WHEN RECORDED MAIL TO: WESTERN FARM CREDIT BANK P.O. BOX 13106 SACRAMENTO, CA 95813 ESCTOW NO: ST 92-05-0489 JD DEED OF TRUST AND ASSIGNMENT OF REPUTS THIS DEED OF TRUST, made this 19th day of January 19 92 however R.H. LAND, R. CATTLE COMPANY, A Newada, Corporation, which acquired title as H.H. LAND, R. CATTLE COMPANY, A Newada, Corporation, which acquired title as H.H. LAND A CATTLE COMPANY, A Newada, Corporation, which acquired title as H.H. LAND R. CATTLE COMPANY, A Newada, Corporation, which acquired title as WITHINSSETH That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto ead Trustee, in trust, with power ale tagether with right of eatly and passession to following described neal property massed in the County (Trupany). FOR DESCRIPTION OF REAL PROPERTY EXE SURIET "A" ATTACHED HERSTO AND MADE A PART HERBOY. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fatures (including trees, vises and shrubs) and improvements of every kind exception now or herester constructed or placed thereon; all existing and fature vater rights, however evidenced, to that used water rights, however, with a property and state of water rights, however, with a property and water rights, however, with a property and water rights, however, with a property and water rights, however, and advances, and the property and water rights, however, and appurtenants to the property, and water hereby declared to be fintures, all grazing rights, leases, permits and increase and systems, disclose, learners, conscious with the property and all learners, the intenditured to a series of the property and an extended to the property and an extended to the property and appurtenances to the property, and water, prints and increase and connections with the property and all learners, the intenditured to a series of the right, power and authority gives and conferred upon Trustor by Paragraph B3 heroof. OR THE PURPOSE OF SECURING: (1) propriets of the indebted	Recording Requested by	1	-	•	
P.O. SOX 13106 BACRAMENTO, CA 95813 ESCROW NO: ST 92-05-0489 JD DEED OF TRUST AND ASSIGNMENT OF MENTS THIS DEED OF TRUST, made this 19th day of January ,19 93 between H.H. LAND, R. CATTLE COMPANY, A MEYADA COPPORATION, which, acquired title as H.H. LAND and Cattle Company, a Meyada Copporation, which, acquired title as H.H. LAND and Cattle Company, a Meyada Copporation, which acquired title as H.H. LAND and Cattle Company, a Meyada Copporation, children is a Trustee and Beneficiary, a corporation, children is a Trustee and Beneficiary, a corporation, children is a Trustee and Beneficiary and power and power in the company of the second					
ESCION NO: ST 92-05-0489 JD DEED OF TRUST AND ASSIGNMENT OF EDITE THIS DEED OF TRUST, made this 19th day of January H.H. LAND, S. CATTLE COMPANY, A HEVADA COPPORATION, which acquired title as H.H. LAND STERN FARM CREDIT BARK IN Trustee and Beneficiary, a corporation, which acquired title as WITNESSETH: That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unre end Trustee in trust, with power also tegether with right of entry and possession the following described real property shusted in the County WITNESSETH: That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unre end Trustee in trust, with power also tegether with right of entry and possession the following described real property shusted in the County A PART HERROY. THIS DOGUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, figtures (including trees, vines and shrubs) and improvements of every kind escription new or hereafter constructed or placed thereon; all entiting and future water rights, however enderseed, to the use of water secreption new or hereafter constructed or placed thereon; all entiting and future water rights, however enderseed, to the use of water secreption new or hereafter constructed or placed thereon; all entiting and future water rights, however enderseed, to the use of water which are hereby declared to be futures; all grazing right, sace, permits and income; all oil gas, and mineral leases, permits and rights us the property, and all tenements, hierediamnents, assements, rights-of-way used to convey such water or to drain the property, all the property, and all tenements, hierediamnents, assements, rights-of-way and poputaments to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the trents, royal sear, profis, revenue, income and other benefits of the property arising from the use of enjoyment of all or any portion thereof or from sear, profis, revenue, income and other benefit	WHEN RECORDED MAIL TO:			•	1
ESCION NO: ST 92-U5-U489 JD DEED OF TRUST AND ASSIGNMENT OF EXPITE THIS DEED OF TRUST, made this 19th day of January H.H. LAND, S. CATTLE COMPANY, A MEYARA COPPORATION, which acquired title as H.H. LAND and Cattle Company, A Meyarda Corporation, which acquired title as H.H. LAND and Cattle Company, A Meyarda Corporation, which acquired title as WITNESSETH: That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unre said Trustee in trust, with power said tagether with right of entry and possession the following described real property situated in the County ADDITION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND HADE A PART HERBOY. THIS DOGUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind escription now or heresite constructed or placed thereon; all existing and faune water rights, however evidenced, to the use of water rights, however evidenced, to the use of water rights, because and dented purposes, including irrigation and watering equipment and systems, district, conducting the property, and all tenements, heredizeneous, standards and fencing and storage tanks, now or hereafter used in consection with the property, and all tenements, heredizeneous, assessments, rights—devay used by delared to be fine tauers or to drain the property, and all tenements, heredizeneous, assessments, rights—devay and apputentances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the trents, royal water, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from the property, and all tenements, heredizeneous, assessments, rights—devay and apputentances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the trents, royal water, profits, prover or adjustment or all or a	SPERVIN PLAN SHOWN BOLD				\
ESCION NOI ST 92-05-0AB9 JD DEED OF TRUST AND ASSIGNMENT OF REPT THIS DEED OF TRUST, made this 19th day of January 19 93 between H.H. LAND, R. CATTLE COMPANY, A REVAGA COPPORATION, which acquired ritle as H.H. LAND, R. CATTLE COMPANY, A REVAGA COPPORATION, which acquired ritle as H.H. LAND, R. CATTLE COMPANY, A REVAGA COPPORATION TOUROR, and WESTERN FARM CREDIT BANK IN Trustee, and Encelidary, R. Corporation, mixing and operating we farm Credit Act of 1971, as amended, having its principal place of business in Sacremento, California WITNESSETH: That Trustee IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto end Trustee in trust, with power as tegether with right of entry and possession the following described real property minused in the County interest. FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERSTO AND NADE A PART HERBOY. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind excityption now or heresther constructed or placed thereor; all existing and future water rights, however evidenced, to the use of water rights, between and systems, distens, laterals, conductions, including irrigation and watering equipment and systems, distens, laterals, conducting the property, and of which rights are hereby made apputement to the property, and minoral leases, profits, and minoral leases, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from use, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from the third property, and all tenements, hereditaments, assements, rights-of-ways and apputements to the right, power and suthority gi and conferred upon Trustor by Parsgraph B3 hereof. OR THE PURPOSE	PERSON FRAM CREDIT BARK				1
ESCION NOI ST 92-U5-DAB9 ID DEED OF TRUST AND ASSIGNMENT OF REPUT AND ASSIGNMENT OF REPUT THIS DEED OF TRUST, made this 19th day of January 19 93 between H.H. LAND, R. CATTLE COMPANY, A REVAIL COMPANY, A	h o	i			
DEED OF TRUST. AND ASSIGNMENT OF REPORT THIS DEED OF TRUST, made this 19th day of January 19 93 between H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation, which acquired sittle as H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation. H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation. THIS DEED OF TRUST, made this 19th day of January 19 93 between H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation. H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation. H.H. LAND, S. CATTLE COMPANY, A Meyada Corporation. WITHERSTETH: The Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto said Trustee, in trust, with possession the following described real proposity minused in the County (Trugety): FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. THIS DOGUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all building, structures, equipment, fixtures (including truce, wines and shrubs) and improvements of every kind exception new or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water supplies plants, clearical generators, wind machines, and fencing and sorage tanks, now or hereafter used in connection with the property which are hereby deduced to be future, all grains girths, leases, permits and disciples; all oil, gas, and mineral leases, permits and rights and property and all connections with the property; and all tenements, heredizements, assements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal water, profits, revenue, income and other benefits of the property arising from the use of egloyment of all or any pertion thereof or from asse, mineral lease, or agreement pertaining thereto (colleculety the "Kents"); SUBJECT, HOWEVER, to the right, power substring. For Amount Dated Face Amount Dated Face Amount Dated Face Amount Dated					
THIS DEED OF TRUST, made this 19th day of Jenuary 19 93 between H.H. LAND E CATTER COMPANY, A Newada Corporation, which acquired title as H.H. LAND E CATTER COMPANY, A Newada Corporation, which acquired title as H.H. LAND E CATTER COMPANY, A Newada Corporation, which acquired title as H.H. LAND E CATTER COMPANY, A Newada Corporation, which acquired title as H.H. LAND E CATTER COMPANY, A Newada Corporation MITORICAL ACT OF 1971, as amended, having its principal place of business in Sectramento, Callfornia WITNESSETH: That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unce end Trustee, in trust, with power to get to the right of entry and possession the following described real property shased in the County ADDID. FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including tructure, rights, however oridenced, to the use of water injustion, because and description now or hereafter constructed or placed thereon; all existing and future water rights, however oridenced, to the use of water injustion, because and description and watering equipment and systems, disches, laterals, condains, plate-of-way used to convey such water or to drain the property, all of which rights are hereby made appurement to the future; all grain rights, leaves, permits and directine; all only and and mineral leaves, permits and rights of the property, and all tenements, hereditaments, susments, rights-of-way and appurtenances to the property which are hereby declared to be future; all grain rights, leaves, permits and necessary and mineral leaves, permits and necessary and mineral leaves, permits and necessary and all the remits and only the property, and all tenements, hereditaments, examents, rights-of-way and appurtenances to the property and such conferred upon Trustor by Paragraph B. 3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indeb		'			
THIS DEED OF TRUST, made this 19th day of January 1993 between H.B. LAND E. CATTLE COMPANY. A Newada Corporation, which acquired title as H.B. LAND E. CATTLE COMPANY. A Newada Corporation. B. Trustee and Beneficiary, a corporation, existing and operating we farm Credit Act of 1971, as amended, having its principal place of business in Sacramanto, California WITNESSETH: That Trustoe IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto said Trustee in trust, with power to the right of entry and possession the following described real property shousted in the County ALBERT HERBOY. FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERBTO AND NADE A PART HERBOY. THIS DOGUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including truce, vines and shrubs) and improvements of every kind escription now of relevance constructed or placed thereon; all excising and future went rights, however soldenced, to the use of water rightion, leverock and domestic purposes, including irrigation and watering equipment and apsteins, discharge, which are hereby declared to be future; all grazing rights, leases, permits and iterates; all oil, gas, and mineral leases, permits and rights are hereby declared to be future; all grazing rights, leases, permits and iterates; all oil, gas, and mineral leases, permits and fights of way and apputemances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfer, conveys and acts over to Beneficiary all the treats, royal suce, profits, treenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asse, mineral lease, or agreement pertaining thereto (collectively the "Rents"; SUBJECT, HOWEVER, to the right, power and southority and and conferred upon Trustor by Paragraph B3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promitisatory not value to adjust the trents and prop	Escrow No: ST 92-05-0489 JI	D .		Loan Wembe	P 248785-
THIS DEED OF TRUST, made this 19th day of Jenuary 19 93 between H.H. LAND & CATTLE COMPANY, a Newada Corporation, which acquired eitle as H.H. LAND & CATTLE COMPANY, a Newada Corporation, which acquired eitle as H.H. LAND & CATTLE COMPANY, a Newada Corporation, which acquired eitle as H.H. LAND & CATTLE COMPANY, a Newada Corporation, which acquired eitle as Trustor, and MESTERN FARM CREDIT BANK as Trustoe and Beneficiary, a corporation, mining and operating was Form Credit Act of 1971, as amended, having its principal place of business in Sacramanto, Callfornia WITNESSETH: That Trustor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto ead Trustee, in trust, with power ale together with right of entry and possession the following described real property states in the County FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERSTO AND MADE A PART HERSOY. THIS DOGUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OCCETHER WITH: all buildings, structures, equipment, fixtures (including truston and watering equipment and systems, disches, laterila, conduits, phase of herestire constructed or placed thereon; all existing and future water rights, however action activation, conduits, phase of herestire constructed or placed thereon; all existing and future water rights, however mideated, to the use of water rights, hereof way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, as uniquips plants, clearing actual purposes, including irrigation, including a purposes, including irrigation, she property, and including a purpose in the property which are hereby declared to be fintures; all grazing rights, leases, permits and itemses; all oil, gas, and mineral leases of connection with the property, and including the property of the property of the use of enjoyment of all or any portion thereof or from aux. mineral lease, or agreement permaining thereto (collectively the "Rents"; SURJECT, HOWEVER, to the right, power and		DEED OF T	RUST CON REPORT		
H.H. LAND E CATTLE COMPANY, A Newarda Corporation, which acquired fittle as H.H. LAND And CATTLE COMPANY, A Newarda Corporation Trustor, and WESTERN FARM CREDIT BANK As Trustees and Beneficiary, a corporation, existing and operating we for Codit Act of 1971, as amended, having its principal place of business in Sacramanto, California WITNESSETH: That Trustor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto end Trustee, in trust, with power all teaching the with right of entry and possession the following described real property situated in the County ALDEOLD FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND HADE A PART HEREOY. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind excription now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rights of hereby declared to constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rights of which are hereby declared to be future; all grazing rights, leases, permits and incenses; all oil, gas, and mineral leases, permits and rights which are hereby declared to be future; all grazing rights, leases, permits and incenses; all oil, gas, and mineral leases, permits and rights water, property, asses, mineral lease, or agreement permits much the property arising from the use of enjoyment of all or any portion thereof or from sace, mineral lease, or agreement permits in the three property arising from the use of enjoyment of all or any portion thereof or from a sace, mineral lease, or agreement permitsing thereto (collectively the Rents'); SUBJECT, HOWEVER, to the right, power and suthority gives and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promitsaley and conferred and					The same of the sa
H.H. LAND R. CATTLE COMPANY, A Newada Corporation, which acquired title as H.H. Land and cattle Company, a Newada Corporation as Trusce, and WESTERN FARN CREDIT BANK as Trusce and Beneficiary, a corporation, existing and operating and expensing and property and the following described place of business in Sacramanto, California WINNESSETH: That Trustor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto end Trustee, in trust, with power as together with right of early and possession the following described real property abstated in the County Reveals. FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND HADE A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OCCETHER WITH: all buildings, structures, equipment, fatures (including trees, vises and shrubs) and improvements of every kind exception now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rigition, fleetsock and domestic purposes, including strigation and watering equipment, electrical generators, wind machines, and fencine, and storage tasks, how or hereafter used in conton with the property which are hereby declared to be fature; all grazing rights, leases, permits and incrnes; all oil, gas, and mineral leases, permits and rights at the property, and all tenements, hereditaments, resements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the renta, populates, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asse, mineral lease, or agreement pertaining thereto (collectively the Rents'); SUBJECT, HOWEVER, to the right, power and suthoring grand conference on the property arising from the use or enjoyment of all or any portion thereof or from asse, mineral lease, or agreement pertaining thereto (collectively the Rents'); SUBJECT, HOWEVER, to the	THIS DEED OF TRUST, made this 19th	dayof Ja	משבע	.19 93 between	
Trustor, and WESTERM FARM CREDIT BANK As Trustor, and Beneficiary, 2 corporation, existing and operating as Trustor, and Interest and Beneficiary, 2 corporation, existing and operating as Farm Credit Act of 1971, as amended, having its principal place of business in Sacramanto, Callfornia WITNESSETH: That Trustor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto said Trustor, in trust, with power also tegether with right of entry and possession the following described real property sizuated in the County (Property): FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND HADE A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fortures (including trees, vines and shrubs) and improvements of every kind escription now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rightion, livestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, bestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, which are hereby declared to be futures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights are hereby declared to be futures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights as the property, and all tenements, hereditements, assuments, rights-of-way and appurtensances to the property, and rights are hereby declared to be futures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights of the property arising from the use or enjoyment of all or any portion thereof or from asses, priofas, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asse, mineral lease, or agreement permaining theretor (collectable) the Rena	H.H. LAND & CATTLE COMPANY.	A Nevada Coroc	ration, whi	ch acquired title a	<u> </u>
THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind escription now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water among plants, electrical generators, with after property, all of which rights are hereby declared to be fintures; all grazing rights, losses, permits and hieraest and mineral leases, permits and rights this hereby; and all tenements, hereditaments, exacements, rights-of-way and appurtenances to the property; which are hereby declared to be fintures; all grazing rights, losses, permits and hieraest; and mineral leases, permits and rights of the property; and all tenements, hereditaments, exacements, rights-of-way and appurtenances to the property; and confirm the property; and confirm the property; and all tenements, hereditaments, exacements, rights-of-way and appurtenances to the property; and confirm the property; and confirm the property; and confirm the property; and confirm the property; and all tenements, hereditaments, exacements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sace, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and suthority g and conferred upon Trustor by Parsgraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not viable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contained and payments and payments and the manner and with interest as therein set forth (notes may contained and payments and payments and payments and with interest as therein set forth (notes may contained and payments and payments and payments a	H.H. Land and Cattle Company	. a Kevada Cor	poration		
THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind escription now or hereafter constructed or placed thereon; all existing and domestic purposes, including irrigation, livestock and domestic purposes, including irrigation, and availant, electrical generators, with after the thereby, all of the property, all of which rights are hereby made appurtenant to the property which are hereby declared to be fintures; all grazing rights, losses, permits and litenate; and mineral leases, permits and rights which are hereby declared to be fintures; all grazing rights, losses, permits and histories; and mineral leases, permits and rights of the property; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property; and confirm the property; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property; and confirmed the property; and confirmed the property; and confirmed the property; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the renta, royal sace, mineral lease, or agreement pertaining thereto (collectively the "Renta"). SUBJECT, HOWEVER, to the right, power and suthority grand confirmed upon Trustor by Parsgraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not visible or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated		/			
THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. THIS DOCUMENT RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind exciption now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water impairs, placed to be find the property, all of which rights are hereby declared to be findures; all grazing rights, losses, permits and hierarchy; and mineral leases, permits and rights the property; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property; which are hereby declared to be findures; all grazing rights, losses, permits and hierarchy; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property; and all tenements, hereditaments, exerents, rights-of-way and appurtenances to the property; and all tenements and other benefits of the property and appurtenances to the property; and all tenements hereditaments, exerents, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal each, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and suthority g and conferred upon Trustor by Parsgraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not valide to require the provisions: Face Amount Dated Face Amount Dated Face Amount Dated			-/-	-	
WITNESSETH: That Truster IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto end Trustee, in trust, with power to test together with right of entry and possession the following described real property sinusted in the County in the together with right of entry and possession the following described real property sinusted in the County in the Co	Truster, and WESTERN FARM CREDIT BANK				
WITNESSETH: That Trustor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto end Trustee, in trust, with power to test the right of entry and possession the following described real property sinusted in the County income. FOR DESCRIPTION OF REAL PROPERTI SEE EXHIBIT "A" ATTACHED HERSTO AND MADE A PART HERSOF. THIS DOCUMENT RE-RECORDED FOR THE FURPOSE OF CORRECTING THE LEGAL DESCRIPTION. OGETHER WITH: all buildings, structures, equipment, fortures (including trees, vines and shrubs) and improvements of every kind excription now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water ingation, hiestock and domestic purposes, including strigation and watering equipment and systems, ditches, laterals, conduits, thus-of-way used to convey such water or to drain the property, and which are hereby declared to be intures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights of the property; and all tenements, hereditaments, examents, rights-of-way and spurtenances to the property all the property; and all tenements, hereditaments, examents, rights-of-way and spurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal uses, profits, revenue, income and other benefits of the property arising from the use or eajoyment of all or any portion thereof or from asse, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and suthority g and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not rabbe or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated		M Th	stice and Benefici	ary, a corporation, existing a	ad constine
OGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind execution now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rights, however evidenced, to the use of water rights, however evidenced, to the use of water rights, historick, and domestic purposes, including strigation and watering equipment and systems, disches, laterals, conduits, ghts-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, which are hereby declared to be fixtures; all grazing rights, leases, permits and itenses; all oil, gas, and mineral leases, permits and rights up in the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royals uses, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority gi and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and possessing to the control of the cont	GRANTS, CONVI	EYS AND ASSIC ag described n vada	ONS unto said Trustee, in a property situated in (Property):	the County
OGETHER WITH: all buildings, structures, equipment, fixtures (including trace, vines and shrubs) and improvements of every kind excription now or hereafter constructed or placed thereon; all existing and future water rights, however evidenced, to the use of water rights of which rights, however evidenced, to the use of water rights of convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, and impring plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and itenses; all oil, gas, and mineral leases, permits and rights of the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the rents, royal sucs, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority grand conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contain the property and the provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing the state of the state o	GRANTS, CONVI	EYS AND ASSIC ag described n vada	ONS unto said Trustee, in a property situated in (Property):	the County
rigation, livestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, ghts-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, amounting plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sucs, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contained and the provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing of the possessing	GRANTS, CONVI	EYS AND ASSIGN SERVICE OF ASSIGNMENT OF ASSI	ONS unto said Trustee, in it is property situated in (Property):	the County
rigation, livestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, ghts-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, amounting plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sucs, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contained and the provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing of the possessing	GRANTS, CONVI	EYS AND ASSIGN SERVICE OF ASSIGNMENT OF ASSI	ONS unto said Trustee, in it is property situated in (Property):	the County
rigation, livestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, ghts-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, ampling plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sucs, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority gi and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contained and pated). Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Truster IRREVOCABLY the together with right of entry and posset through the posset through	GRANTS, CONVI	EYS AND ASSIGN SERVICE OF ASSIGNMENT OF ASSI	ONS unto said Trustee, in it is property situated in (Property):	the County
rigation, livestock and domestic purposes, including irrigation and watering equipment and systems, disches, laterals, conduits, ghts-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, amounting plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sucs, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contained and the provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing of the possessing	GRANTS, CONVI	EYS AND ASSIGN SERVICE OF ASSIGNMENT OF ASSI	ONS unto said Trustee, in it is property situated in (Property):	the County
substitute and contexts purposes, including strigation and watering equipment and systems, ditches, laterals, conduits, phits-of-way used to convey such water or to drain the property, all of which rights are hereby made appurtenant to the property, and implicitly supported by the property which are hereby declared to be fintures; all grazing rights, leases, permits and itemses; all oil, gas, and mineral leases, permits and rights of the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the rents, royal such profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes many contributed and pated). Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing to the possessing of the property of the possessing of the property of th	GRANTS, CONVI	EYS AND ASSIGNED ASSIGNED AND ASSIGNED ASSIGNED AND ASSIGNED ASSIGNED AND ASSIGNED ASSIGNE	ONS unto said Trustee, in a said property situated in (Property): CHED HERETO AND MAD	B PTION.
property pands, electrical generators, who machines, and rending and storage tanks, now or hereafter used in connection with the property which are hereby declared to be fintures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights of the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority grand conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Truster IRREVOCABLY the together with right of entry and possessing of the possessing	GRANTS, CONVI	EYS AND ASSIGNED ASSIGNED AND ASSIGNED ASSIGNED AND ASSIGNED AND ASSIGNED ASSI	ONS unto said Trustee, in it said property situated in (Property): CHED HERETO AND MAD NG THE LEGAL DESCRI	PTION.
th the property; and all tenements, hereditaments, easements, rights of the property; and all tenements, hereditaments, easements, rights of the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property. RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and acts over to Beneficiary all the rents, royal sues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from asc, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority grand conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and possessing of the together with right of entry and possessing of the together with right of entry and possessing of the together with right of entry and possessing of the together constructed or placed the right of the together with the together constructed or placed the right of the together with the together toge	GRANTS, CONVI	eys AND ASSIGNATION OF CORRECTION OF CORRECT	ONS unto said Trustee, in a seal property situated in (Property). CHECH HERETO AND MAD NG THE LEGAL DESCRI	PTION.
RUSTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royal sues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority g and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing the state of the state o	GRANTS, CONVI	eys AND ASSIGN SECTION OF CORRECT!	CHED HERETO AND HAD NG THE LEGAL DESCRI d shrubs) and improvements that, however evidenced, to the and systems, ditches, later to be made appurtenant to the state of the st	PTION. of every kind he use of water rais, conduits, see property, and
profiles, feverue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Renta"); SUBJECT, HOWEVER, to the right, power and authority g and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contrible or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing the second of t	GRANTS, CONVI	eys AND ASSIGN described of value of the correct in	CHS unto said Trustee, in a said property situated in (Property): CHED HERETO AND MAD NG THE LEGAL DESCRIANT AND MAD STATE LEGAL DESCRIANT AND MAD STATE AN	PTION. of every kind he use of water rais, conduits, an property, and
profiles, feverue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from ase, mineral lease, or agreement pertaining thereto (collectively the "Renta"); SUBJECT, HOWEVER, to the right, power and authority giand conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY the together with right of entry and possessing the second of t	GRANTS, CONVI	eys AND ASSIGN described of value of the correct in	CHS unto said Trustee, in a said property situated in (Property): CHED HERETO AND MAD NG THE LEGAL DESCRIANT AND MAD STATE LEGAL DESCRIANT AND MAD STATE AN	PTION. of every kind he use of water rais, conduits, see property, and
and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posset incoln FOR DESCRIPTION OF REAL PROPIL A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR DESCRIPTION now of hereafter constructed or placed the rigation, livestock and domestic purposes, including this-of-way used to convey such water or to drain the uniping plants, electrical generators, wind machines, as which are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east RUSTOR ABSOLUTELY AND UNCONDITIONAL	GRANTS, CONVI	eys AND ASSIGN SECTION OF CORRECT! OF CORRECT! ing trees, vines as and future water right are he ge tanks, now or h and licenses; all of y and appurtenance.	CRED HERETO AND MAD OF THE LEGAL DESCRI d shrubs) and improvements this, however evidenced, to the and systems, disches, later reby made appurtenant to the creative used in connection w 1, gas, and mineral lesses, per tes to the property.	PTION. PTION. of every kind he use of water rule, conduits, he property, and rights and rights and rights and rights and rights.
OR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by guarantees or by the following promissory not syable by Trustor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth (notes may contribute or adjustable interest rate provisions): Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and possessing of the together with right of entry and possessing of the together with right of entry and possessing of the together with all buildings, structures, equipment of the escription now or hereafter constructed or placed the right of the together with the purposes, including this of way used to convey such water or to drain the umping plants, electrical generators, wind machines, as which are hereby declared to be fixtures; all grazing rith the property; and all tenements, hereditaments, east RUSTOR ABSOLUTELY AND UNCONDITIONA sues, profits, revenue, income and other benefits of the	GRANTS, CONVI	eys AND ASSIGN described in secretary of the secretary of	CHED HERETO AND MAD NG THE LEGAL DESCRI dishrabs) and improvements that, however evidenced, to the and systems, ditches, later creby made appurtenant to the creater used in connection w l. gas, and mineral leases, peri- tes to the property.	PTION. of every kind he use of water rain, conduits, he property, and rights of the rents, royal the rents, royal
riable or adjustable interest rate provisions): Face Amount Dated Face Amount Date Dated Face Amount Dated Face Amount Date Date Date Date Date Date Date Dat	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posset in the together with right of entry and posset in the together with right of entry and posset in the together with right of entry and posset in the property. THIS DOCUMENT RE-RECORDED FOR CONTROL OF THE PROPERTY OF THE P	GRANTS, CONVI	eys AND ASSIGN described in secretary of the secretary of	CHED HERETO AND MAD NG THE LEGAL DESCRI dishrabs) and improvements that, however evidenced, to the and systems, ditches, later creby made appurtenant to the creater used in connection w l. gas, and mineral leases, peri- tes to the property.	PTION. of every kind the use of water rain, conduits, see property, and rights of the rents, royals the rents, royals.
Face Amount Dated Face Amount Dated Face Amount Dated Face Amount Dated	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posset incoln FOR DESCRIPTION OF REAL PROPE A PART HERBOY. THIS DOCUMENT RE-RECORDED FOR ESCRIPTION now or hereafter constructed or placed the rigation, livestock and domestic purposes, including glate-of-way used to convey such water or to drain the uniping plants, electrical generators, wind machines, as fwhich are hereby declared to be fixtures; all grazing rith the property; and all tenements, hereditaments, east RUSTOR ABSOLUTELY AND UNCONDITIONA sues, profits, revenue, income and other benefits of the asset, mineral lease, or agreement pertaining thereto (or and conferred upon Trustor by Paragraph B.3 hereof.	GRANTS, CONVI	eys AND ASSIGN SECTION NO. 18 SECTIO	CRED HERETO AND MAD ING THE LEGAL DESCRI In and systems, disches, less reby made appurtenant to the creafter used in connection wil, gas, and mineral leases, per us to the property. In each over to Beneficiary all comments of all or any portion to WEVER, to the right, power	PTION. of every kind he use of water rule, conduits, he property, and ith the property mits and rights of the rents, royal the rents, royal thereof or from and authority gi
Face Amount Dated Face Amount Dated Face Amount Dates	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posses incoln FOR DESCRIPTION OF REAL PROPIL A PART HERROY. THIS DOCUMENT RE-RECORDED FOR SECURITY AND UNCONDITIONA (with are hereby declared to be fintures; all grazing r in the property; and all tenements, hereditaments, eas RUSTOR ABSOLUTELY AND UNCONDITIONA sues, profits, revenue, income and other benefits of the ase, mineral lease, or agreement pertaining thereto (or and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) Dayment	GRANTS, CONVI	ey's AND ASSIGN described in secretary and a ATTAMOF CORRECT! OF CORRECT! ing trees, vines as and future water rightering equipmentich rights are he ge tanks, now or h and licenses; all oil y and appurtenance in the use or eajon the use or eajon; SUBJECT, HO	CRED HERETO AND MAD OR THE LEGAL DESCRI d shrubs) and improvements that, however evidenced, to the and systems, disches, lace to the property. d sets over to Beneficiary all comment of all or any portion to WEVER, to the right, power	PTION. PTION. of every kind he use of water rule, conduits, he property, and rights with the property white and rights with the rents, royal the rents, royal thereof or from and authority gi
	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posset incoln FOR DESCRIPTION OF REAL PROPIL A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR CONSTRUCTION now or hereafter constructed or placed the trigation, livestock and domestic purposes, including this-of-way used to convey such water or to drain the umping plants, electrical generators, wind machines, as which are hereby declared to be fixtures; all grazing r into the property; and all tenements, hereditaments, east RUSTOR ABSOLUTELY AND UNCONDITIONA sues, profits, revenue, income and other benefits of the ase, mineral lease, or agreement pertaining thereto (or and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment syable by Trustor and/or others to the Beneficiary and the conferred of the purpose of the purpose of the purpose of the Beneficiary and the purpose of the purpose of the Beneficiary and the purpose of the purpose of the purpose of the Beneficiary and the purpose of the Beneficiary and the purpose of the purpose of the Beneficiary and the purpose of the purpose of the purpose of the Beneficiary and the purpose of the purp	GRANTS, CONVI	ey's AND ASSIGN described in secretary and a ATTAMOF CORRECT! OF CORRECT! ing trees, vines as and future water rightering equipmentich rights are he ge tanks, now or h and licenses; all oil y and appurtenance in the use or eajon the use or eajon; SUBJECT, HO	CRED HERETO AND MAD OR THE LEGAL DESCRI d shrubs) and improvements that, however evidenced, to the and systems, disches, lace to the property. d sets over to Beneficiary all comment of all or any portion to WEVER, to the right, power	PTION. PTION. of every kind he use of water rule, conduits, he property, and rights with the property white and rights with the rents, royal the rents, royal thereof or from and authority gi
2490.000.00 01/19/93	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posses incoln FOR DESCRIPTION OF REAL PROPIL A PART HEREOF. THIS DOCUMENT RE-RECORDED FOR SECURITION NOW OF hereafter constructed or placed thrigation, livestock and domestic purposes, including this-of-way used to convey such water or to drain the uniping plants, electrical generators, wind machines, as fwhich are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east RUSTOR ABSOLUTELY AND UNCONDITIONA sues, profits, revenue, income and other benefits of the ase, mineral lease, or agreement pertaining thereto (or and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment syable by Trustor and/or others to the Beneficiary arriable or adjustable interest rate provisions):	GRANTS, CONVI	ey's AND ASSIGN described in secribed in wards. OF CORRECT! ing trees, vines as diffusive water rightering equipment hich rights are he ge tanks, now or h and licenses; all oily and appurtenance instern, conveys and om the use or eajon; SUBJECT, HO is evidenced by gumanner and with its secribed in the second of the secon	CRS unto said Trustee, in a seal property situated in (Property). CRED HERETO AND MAD NG THE LEGAL DESCRI and shrubs) and improvements that, however evidenced, to the raby made appurtenant to the creafter used in connection wil, gas, and mineral leases, perior to the property. If sets over to Beneficiary all comments of all or any portion to WEVER, to the right, power arantees or by the following interest as therein set forth (PTION. of every kind he use of water rain, conduits, he property, and ith the property mits and rights of the rents, royal the rents, royal thereof or from and authority gipromissory not notes may continued and continued to the rents, royal the royal th
	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posses in the together with right of entry and posses in the together with right of entry and posses in the property. THIS DOCUMENT RE-RECORDED FOR THIS DOCUMENT RE-RECORDED FOR the escription now or hereafter constructed or placed the trigation, livestock and domestic purposes, including the of-way used to convey such water or to drain the unipping plants, electrical generators, wind machines, as which are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east which are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east which are hereby declared to be fintures; all grazing rath the property; and all tenements, hereditaments, east and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment syable by Trustor and/or others to the Beneficiary a windle or adjustable interest rate provisions): Face Amount Dated	GRANTS, CONVI	ey's AND ASSIGN described in secribed in wards. OF CORRECT! ing trees, vines as diffusive water rightering equipment hich rights are he ge tanks, now or h and licenses; all oily and appurtenance instern, conveys and om the use or eajon; SUBJECT, HO is evidenced by gumanner and with its secribed in the second of the secon	CRS unto said Trustee, in a seal property situated in (Property). CRED HERETO AND MAD NG THE LEGAL DESCRI and shrubs) and improvements that, however evidenced, to the raby made appurtenant to the creafter used in connection wil, gas, and mineral leases, perior to the property. If sets over to Beneficiary all comments of all or any portion to WEVER, to the right, power arantees or by the following interest as therein set forth (PTION. of every kind he use of water rain, conduits, he property, and ith the property mits and rights of the rents, royal the rents, royal thereof or from and authority gipromissory not notes may continued and continued to the rents, royal the royal th
	WITNESSETH: That Trustor IRREVOCABLY ale together with right of entry and posses in the together with right of entry and posses in the together with right of entry and posses in the property. THIS DOCUMENT RE-RECORDED FOR THIS DOCUMENT RE-RECORDED FOR the escription now or hereafter constructed or placed the trigation, livestock and domestic purposes, including the of-way used to convey such water or to drain the unipping plants, electrical generators, wind machines, as which are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east which are hereby declared to be fintures; all grazing rith the property; and all tenements, hereditaments, east which are hereby declared to be fintures; all grazing rath the property; and all tenements, hereditaments, east and conferred upon Trustor by Paragraph B.3 hereof. OR THE PURPOSE OF SECURING: (1) payment syable by Trustor and/or others to the Beneficiary a windle or adjustable interest rate provisions): Face Amount Dated	GRANTS, CONVI	ey's AND ASSIGN described in secribed in wards. OF CORRECT! ing trees, vines as diffusive water rightering equipment hich rights are he ge tanks, now or h and licenses; all oily and appurtenance instern, conveys and om the use or eajon; SUBJECT, HO is evidenced by gumanner and with its secribed in the second of the secon	CRS unto said Trustee, in a seal property situated in (Property). CRED HERETO AND MAD NG THE LEGAL DESCRI and shrubs) and improvements that, however evidenced, to the raby made appurtenant to the creafter used in connection wil, gas, and mineral leases, perior to the property. If sets over to Beneficiary all comments of all or any portion to WEVER, to the right, power arantees or by the following interest as therein set forth (PTION. of every kind he use of water rain, conduits, he property, and ith the property mits and rights of the rents, royal the rents, royal thereof or from and authority gipromissory not notes may continued and continued to the rents, royal the royal th

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Trustor, or Trustor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Deed of Trust; (4) the performance of every obligation and agreement of Trustor whether contained or incorporated by reference in this Deed of Trust, or contained in any loan document or guaranty executed by Trustor in favor of Beneficiary, with respect to any loan or advance secured by this Deed of Trust; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the Terms of this Deed of Trust, together with interest thereon as herein provided.

PAGE 208

annx 104 aver 687

- To use loan proceeds solely for the purposes set forth in the loan application(s); to comply with the Farm Credit Act of 1971, as amended and/or the regulations of the Farm Credit Administration, new existing or as hereafter amended.
- 2. To keep the Property in good condition, working order and repair, care for the Property in accordance with standards of good humandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, speayed, and furnigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter our horticultural tree, vine or shrub planted thereon without the prior written consent of Beneficiary, except in the ordinary owner of business; to complete or restore promptly and in good and workmanlike meaner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit watte thereof; not to commit, suffer or permit any act upon the Property is violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Trustor under any lease of the Property.
- 3. To provide, maintain and deliver to Beneficiary fire and all other types of insurance of the type and in amounts as Beneficiary may require, with loss payable clauses solely in favor of Beneficiary. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide astisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by Trustor to provide the required coverage, such inability shall constitute an event of default hereauster.
- 4. To appear in and litigate any action or proceeding purporting to affect the accurity acroof, the title to the property, or the rights or powers of Beneficiary or Trustee; Beneficiary or Trustee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condomnation proceeding, affecting the property, or Beneficiary's interest therein, in which event Truster agrees to pay all costs and exposess thereof, including atterney's fees and costs of securing evidence of title.
- 5. To pay on or before the due date all taxus and assessments affecting the property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the property; to pay, when due, all encombrances, charges, and liens, on the property or any part thereof, which at any time appear to be prior or superior hereto.
- 6. To pey the reasonable amount of any attorney's fees, together with coats, incurred by Beneficiary in the ovent the obligation secured hereby is referred to an attorney for enforcement of Beneficiary's rights hereunder or if Beneficiary retains an attorney to advise Beneficiary in connection with this Deed of Trust or any other agreement related to the indebtedness secured by this Deed of Trust. The fees and coats described herein and elsewhere in this Deed of Trust shall be in addition to those set forth in the lean agreement or any other written agreement between Trustor and Beneficiary.
- 7. Should Trustor fail to make any payment or to do any act as herein provided, then Beacficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may. Make or do the same in such manner and to such extent as either may does necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, including any bankruptcy proceeding effecting the property; psy, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorner's, accountant's, and appraisal fees and costs of securing evidence of title, and all amounts so expended shall be obligations of Trustor secured by this Deed of Trust. Nothing contained herein shall prohibit Beneficiary from entering the Property, at a reasonable time and upon reasonable notice to Trustor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
- 8. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
- 9. Environmental Representations, Warranties and Covenants.
- (a) Except as disclosed in writing to Beneficiary, or except as otherwise provided in any Loan Agreement between Beneficiary and Trustor which specifically refers to said Property, to the best knowledge of Trustor after due inquiry, Trustor hereby further represents, warrants and covenants as follows:
- (i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from said Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Trustor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants:
- (ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remodial action to clean up such Contaminants;
- (iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Trustor shall immediately notify Beneficiary if Trustor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Beneficiary with any documents in Trustor's possession relative thereto;
- (iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities that are located partially or entirely below the ground surface.
- (v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Trustor threatened against or anticipated by Trustor, with respect to Trustor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Trustor shall immediately notify Beneficiary of any such Action or threatened Action and provide Beneficiary with copies of all documentation relative thereto;
- (vi) Except as disclosed in writing to Beneficiary, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under said Property and no Tanks are or were

BOOK 106 MGE 209

serving said Property described herein. With respect to any Tanks disclosed in writing Benediciary, Trustor shall comply with fill federal, state and local laws, regulations and ordinances and any requirements of city or county fire and requirements of high property applicable to the property of the Code of Federal Regulations Part 1

- The state of the s (b) Nothing herein shall be deemed to prohibit Truster from (i) using handling or any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, as long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements;
- (c) In the event that Truster is in breach of any of its representations, warranties or covenants as set forth above, Truster, at its sole ex shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants have a or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Beneficiary shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Trustor's obligations hereunder;
- (d) Trustor and its successors and assigns shall indemnify, defend, protect, and hold harmless Beneficiary, and/or Trustoe, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, sent agreements and orders, penalties, costs and expenses (tachiding any fees and expenses incurred in enforcing this in out-of-pocket litigation costs and the reasonable fees and expenses of coursel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Beneficiary and/or Trustee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Truster on the Property, Trustor's prodecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Trustor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whather or not caused by Trustor or within the control of Trustor, including without Brigation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from said Property and/or the deasus of Hazardous Materials or Contaminants within, on or under said Property, (ii) Trustor's breach of any of the representations, warranties and covenants contained herein; and (iii) Truster's violation or allegad violation of any applicable Environmental Law, regulation or ordinance;
- (e) Trustor's representations, warranties, covenants and indomnities contained herein shall survive the occurrence of any event whatsonver, including without limitation the payoff of the promissory note secured hereby, the reconveyance or foreclosure of this Deed of Trust, the acceptance by Trustee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property;
- (f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or herwinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.
- 10. Grazing Rights. If any portion of the Property described in this Deed of Trust is used by Trustor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Trustor covenants and agrees as follows:
- (a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to beneficiary:
- (b) Trustor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;
- (c) Trustor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Trustor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Trustor or for reasons beyond Trustor's control, is an event of default hereunder and Beneficiary shall have the right to exercise the rights hereinafter set forth in this Deed of Trust;
- (d) Trustor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Trustor fails to pay any such payment , the amount unpaid shall become a part of the indebtedness secured by this Doed of Trust and shall be immediately due and payable.
- 11. Trustor shall furnish Beneficiary as soon as possible, but in no event later than 120 days after each fiscal year end, financial reports for each of the undersigned, including a balance sheet and a profit and loss statement.

B. IT IS MUTUALLY AGREED THAT:

- 1. Any award of damages in connection with any taking or condemnation or injury to the property by reason of public use, or for damages resulting from private trespass or injury to the property, is absolutely and unconditionally assigned and shall be paid to Beneficiary, under the terms and conditions of this Deed of Trust pertaining to Rents. Upon receipt of such money Beneficiary may apply the same on the indebtedness secured hereby. Trustor agrees to execute such further documents as may be required to effect the assignments herein made as Beneficiary or Trustee may
- 2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Trustee may (a) consent to or join in the making of any map or plat of the property; (b) grant any easement or create any restriction thereof; (c) subordinate this Deed of Trust; (d) extend or modify the term of the loan or loans secured hereby, and (e) reconvey without warranty, all or any part of the property. Trustor agrees to pay reasonable Trustee's fees for any of the foregoing services.
- 3. Prior to any default by Trustor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Trustor contained herein, Trustor may, as the agent and fiduciary representative of Beneficiary for collection and distribution purposes only, collect and receive the Rents as they come due and psyable; the Rents are to be applied by Trustor to the psyment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Deed of Trust and to the payment of all other sums payable under this Deed of Trust and, thereafter, so long as aforesaid has occurred, the balance shall be distributed to the account of Trustor. Upon any such default, Beneficiary may at any time 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 the Property or any part thereof, in his 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; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured helicity.

- 4. The entering upon and taking possession of the property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such action.
- 5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and psyable at the option of the Beneficiary and in accordance with applicable state law. In the ownst of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, may cause the Trustee to sell the trust prope accordance with the power of sale granted herein and the applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Trustee may sell the property either as a whole or in separate parcels, and in such order as it may determine. The purchase price shall be payable in lawful money of the United States at the time of the sale. In exercise the power of sale contained herein, Trustee may hold one or more sales of all or any portion of the property by public announcement at the time and place of sale set forth in the notice thereof, and from time to time thereafter may postpone such sale or sales of all or any portion of the property to the same or separate days by public announcement at such time fixed by the preceding postponement. Any person, including Trustee or Beneficiary, may purchase at such sale. Beneficiary may credit bid at any such sale, and if Beneficiary is the successful purchaser, it may apply any of the outstanding obligations secured hereby in settlement of the purchase price. Beneficiary may resort to and realize upon the accurity hereunder and any other real or personal property security now or hereafter held by Beneficiary for the obligations secured hereby in such order and manner as Beneficiary may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or succe one or several consolidated or independent judicial actions or issuful nonjudicial proceedings, or both. If the obligation secured by tale Deed of Trust is also secured by personal property, futures or crops, Beneficiary may enforce its security interest in the personal property, futures and crops and its lien under this Deed of Trust in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Beneficiary to pursue one remedy or stem of collecteral shall be deemed to be a release or waiver of any other item of colleteral or a release or modification of the liability of Trustor or any guarantor to pay and perform in full all obligations to Beneficiary.
- 6. The failure on the part of the Beneficiary to promptly enforce any right horounder shall not operate as a waiver of such right and the weiver oy Beneficiary of any default shall not constitute a waiver of any other or subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Trustor, or of Beneficiary's rights hereunder as the result of any sale, agreement to all, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sail, conveyance, or alienation at the time of acceptance of such payment.
- 7. This Deed of Trust applies to, inures to the benefit of, and binds all perties hereto, their heirs, legatess, devisees, administrators, successors and assigns. The term Beneficiary shall mean the holder and owner of any note senared hereby; or, if the note has been pledged, the pledged thereof. In this Deed of Trust, whenever the content so requires, the meaculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and swerns.
- 8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which frustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 9. Beneficiary may, from time to time or at any time, substitute a Trustee or Trustees to execute the trust hereby crasted, and when any such abstitution has been filed for record in the office of the Recorder of the county in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and detice of the Trustee or Trustees named herein.
- 10. 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 rustor, or by operation of law or otherwise, except by inheritance, all obligations accured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and psyable. Failure to exercise such option shall not onstitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.
- 11. In the event any one or more of the provisions contained in this Deed of Trust or in any Promissory Note hereby secured shall for any eason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or said Promissory Notes shall be construed as if such invalid, illegal or nenforceable provision had never been contained herein or therein.
- 12. The undersigned Trustor agrees that he is entitled only to those notices required by applicable law and requests that a copy of any notice of efault and of any notice of sale hereunder be mailed to Trustor at the address set forth below.

350 South 400 East (#G-1) Salt Lake City, UT 84111

H.H. LIND & CATTLE COMPANY a Nevada Corporation

ву: //////////

Stephen M. Harmsen, President and Secretary

State of UTAH

County of SALT LAKE)

On this 2 day of January, 1993, before me, the undersigned Notary Public in and for said County and State, personally appeared STEPHEN M. HARMSEN, [(x) personelly known to me] [() proved to me on the basis of satisfactory evidence] to be the person who executed the within instrument as President and Secretary or on behalf of the corporation therein named and acknowledged to me that the corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal

BOOK 105 PAGE 211



nd State

800

EXHIBIT "A"

TOWNSHIP 4 SOUTH RANGE 67 EAST, MOUNT DIABLO BASE & MERIDIAN

SECTION 18: All that portion of the West half (W 1/2) lying West of the Highway No. 55.

EXCEPTING therefrom that portion situate within the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) lying West of the Union Pacific Railroad right of way.

SECTION 19: All that portion of the West half (W 1/2) of Northwest Quarter (NW 1/4) lying West of State Highway No. 55.

TOWNSHIP 4 SOUTH RANGE 66 EAST MOUNT DIABLO BASE and MERIDIAN

SECTION 13: That portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) lying East of the Union Pacific Railroad right of way.

SECTION 24: All that portion of land situate within the Northeast Quarter (NE 1/4) lying East of the Union Pacific Railroad right of way.

SECTION 24: All that portion of land situate within the Southeast Quarter (SE 1/4) of the Northeast Quarter (SE 1/4) lying West of the State Highway No. 55.

SECTION 25: All that portion of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) lying West of the Union Pacific Railroad right of way.

EXCEPT the interest in the portion of said land conveyed to the County of Lincoln, State of Nevada, by Deed recorded January 6, 1975 in Book 12 of Official Records at page 441.

EXCEPTING from the entire above described property, any and all rights of way heretofore granted by the Grantors herein or their predecessors in interest to the Union Pacific Railroad Co., and its predecessors in interest and to the State of Nevada for highway purposes, which said rights of way are on file and of record in the Office of the County Recorder of said Lincoln County, Nevada.

TOGETHER WITH the right to use all available water as evidenced by the following described water rights, issued by the Nevada Division of Water Resources. Said water is used for stockwatering, irrigation and for domestic purposes:

Name of Water Right	Identification	Certificate No.
Indian Spring No. 1	Proof 01022	61
Indian Spring No. 2	Proof 01022	62
George Blythe Spring	Proof 01022	57
Oak and Grassy Spring	Proof 01027	5
Meadow Valley Creek	Proof 01284	
Robinson Seeps	Proof 01398	
Rabbit Spring	Proof 01549	
South Willow Spring	Proof 02321	
Nelson Well	Proof 02350	
Cliff Spring	Permit 780	566
Cyclone & Redrock Spring	Permit 780	56 6
Meadow Valley Creek	Permit 2873	237
Cottonwood Spring	Permit 3270	269

Name of Water Right	Identification	Certificate No
Bristol Lake Reservoir #1	Permit 3875	724
Bristol Lake Reservoir	Permit 3876	725
Bristol Lake Reservoir #2	Permit 3878	726
Point of Rock Spring	Permit 3879	1090
Delamar Flat Reservoir	Permit 4462	1759
(also known as Mackie Reservoir)		
Canyon Spring No. 2	Permit 4696	732
Canyon Spring No. 1	Permit 4697	733
Dana Spring	Permit 4972	734
Point of Rock Reservoir	Permit 5316	581
Theriot Reservoir	Permit 5318	582
(also known as Knoll Fond Reservoir and	Watershed of Pahroc and Bol	der Range)
West Side Spring	Permit 6094	1053
Pace Spring	Permit 6095	1054
(also known se Conswey Spring)		
Abandoned Spring	Permit 8921	1700
Cliff Spring Reservoir & Pipeline	Permit 9618	2107
Meadow Valley Wash	Permit 9935	2483
Grassy Spring	Permit 10189	2403
Seven Oaks Seep	Permit 10551	2595
Mona Spring	Permit 10629	2596
Buckboard Spring	Permit 10655	2611
Willow Spring	Permit 10656	2612
West Oak Spring	Permit 10747	2805
Bishop Spring	Permit 10897	2770
Horn Spring	Permit 11378	4047
Tunnel Spring #1	Permit 12388	4085
i minimi mbining a 1	. Gilling 12,000	1000

ALSO TOGETHER WITH the right to use water diverted from Meadow Valley Creek, evidenced by Proof No. 01284 for irrigation of 100 acres of the fee-owned land; and the right to divert water from underground sources as described below. Said water is used for the irrigation of the fee-owned land:

Permit No.	Certificate No.	Acres Irrigated
31045	10372	4.850 acres
31044	10371	5.909 acres
29338	9059	45.973 acres
28560	9057	22.829 acres
28559	9056	49.007 acres
18910	7014	71.364 acres
28558	9055	57.899 acres



STATE OF	,	JUNE 7, 1993		١
	į́≠=.			
County of	,		~	
On this //T day before me, the under	of func-	, 1993 po Public in and f	ersonally appeared for said County and	in the second
State, STEPHEN M. instrument, who dul	HARMSEN the	original sign	er of the within	
same.				·
	WITHERE MY has	nd and official		
Theory Public CONNECK STEWART /216 South SCO West To Use Got, Use 61103 In Commission Copyles Crusary 22, 1003	HITRESS MY HA	K IA	7-	
Commission Explica	Notary Public	in and for sa	id County & State	
Sizie of Utah	/		\ \	
			1 1	
]]	
	,		/ /	
		/ /		
			/ /	
		1		
			100515	
		nti	ED AND RECORDED AT REQUEST O	
/ /	_	L. Th.	ov County Title	
		_ \ _ \ _ 1.	15 MINUTES PAST 4 OCCIOCA	
		\ <u>P</u>	M IN BOOK 106 OF OFFICIAL	
	•	7. 7.	ORDS, PAGE 208 LINCOLN	
		1 1	UNIY, NEVADA. Tiko Setzer	
. \ \		22	. ADUNTY RECORD	
/ / /		By	Juli Boucher, D	ep:
ー 		///	1	
/ /				
		/ /		
			•	
N			BOOK 106 PAGE	21
			DOWN TOD WEE	
	/	_		
	/			
/	/			
	/		•	