

Position 5

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

REAL ESTATE DEED OF TRUST FOR NEVADA  
WITH ASSIGNMENT OF RENTS

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

**PANACA FARMSTEAD ASSOCIATION**

residing in LINCOLN County, Nevada whose post office address

is P.O. 597, PANACA Nevada 89042

as trustor(s), herein called "Borrower," and STEWART TITLE OF NEVADA, A NEVADA CORPORATION

whose mailing address is 401 RYLAND STREET, RENO Nevada 89502

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note", which has been executed by Borrower, contains provisions setting forth the interest rate, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument

Principal Amount

**2-28-95**

**\$265,000.00**

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

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity deed of trust to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

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

**FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE**

**A PART HEREOF:**

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom (subject to the right of the Government to collect and apply the same as provided in Covenant (31) of this instrument); all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, water stock, and sprinkling and irrigation systems, pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property."

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest due shall be immediately due and payable by Borrower to the Government without demand at the price designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipt evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its requests to deliver such policies to the Government. The amount collected under any fire or other insurance policy may be applied by the Government upon the loan or any other indebtedness secured by this instrument in such order as the Government determines, or at the Government's option may be released to Borrower.

Lincoln County

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

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

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

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

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

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

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

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

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

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

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

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

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

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

**EXHIBIT "A"**

**PARCEL 1:**

Lots 1 and 2 in Block 39 in the Town of Panaca, as shown on the official plat of said Town of Panaca, now on file and of record in the office of the County Recorder of Lincoln County, Nevada and to which plat and the records thereof reference is hereby made for further particular description.

**PARCEL 2:**

The Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 9, Township 2 South, Range 68 East, Mount Diablo Base and Meridian.

**PARCEL 3:**

All that portion of state land Patent No. 5873 for fractional Southeast Quarter (SE1/4) Southwest Quarter (SW1/4), Section 5, Township 2 South, Range 68 East, M.D.B.&M., described as:

COMMENCING at the intersection of the upper lane (a county road) and the easterly side of the Railroad station ground (Lot 27) and running thence North 89°33' West 50 feet (along the North side of said upper lane), thence at right angles North 50 feet, thence at right angles West 29 feet to intersection said easterly boundary fence, thence Southwesterly (along said boundary fence) 55.1 feet to the point of beginning. Said intersection and point of beginning of this tract being further described as a point on the easterly boundary fence of said Railroad station grounds which bears approximately North 19°07' East, 586.2 feet from the point about 2,000 feet east of the corner common to Sections 5, 6, 7 and 8, Township 2 South, Range 68 East, at which easterly boundary fence intersects the south line of said Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) of Section 5, and said fence being supposed to be parallel to and 200 feet from the center line of the railroad tracks, although said center line is described in right of way deeds as running North 27°07' East, said state land patent described said Southeast Quarter (SE1/4) Southwest Quarter (SW1/4) as "Fractional" because the railroad station grounds 200 feet on each side of the centerline of tracts had previously been withdrawn as Lot No. 27.

(Continued)

**PARCEL 4:**

**EXHIBIT "A" - continued**

Lots 23 and 24 in Block 56 in the Town of Panaca, as shown on the official plat of said Town of Panaca, now on file and of record in the office of the County Recorder of Lincoln County, Nevada and to which plat and the records thereof reference is hereby made for further particular description.

Together with a sewer line easement 10 feet in width over the North side of Lot 29 in said Block 56 as conveyed and described in that certain Grant recorded February 9, 1994 in Book 108 of Official Records, page 626 as File No. 101534, Lincoln County, Nevada records.

**ASSESSOR'S PARCEL NUMBER FOR 1994 - 1995: 02-032-01**

**TOGETHER WITH, all rights of way, easements, permits, franchises, licenses, water rights, equipment, inventory and other property, real or personal, in which Borrower now owns or hereafter acquires an interest.**

Lincoln County

State of Nevada )  
                          )ss.  
County of Lincoln )

On this 28th day of February in the year 1995, before me, the undersigned,  
a Notary Public in and for said state, personally appeared Grayce H. McBride, who is  
Vice-Chairman of the Panaca Forestead Association, personally known to me  
to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me  
that she executed the same for the purposes therein stated.

C.L. Flavion Arnhart  
Notary Public  
My Commission expires: 7-9-95



RIDER TO DEED OF TRUST OR MORTGAGE  
(Community Facility Loan)

The following covenants lettered (A) through (E) shall be a part of the within Deed of Trust or Mortgage, and fully apply as if stated therein:

(A) This instrument also secures the obligations and covenants of borrower as set forth in borrower's Loan Resolution Security Agreement effective on February 28, 1995, which is hereby incorporated by reference.

(B) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the regulations issued pursuant thereto, for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended, or for so long as the purchaser owns it, whichever is longer.

(C) If this is a loan to finance or assist an educational program or activity, the property is subject to Title IX of the Education Amendments of 1972 for so long as the property continues to be used for the same or similar purposes, or for so long as the purchaser owns it, whichever is longer.

(D) Borrower will comply with the terms of all licenses, permits, and franchises now or hereafter obtained by borrower, and, if borrower is a corporation, will take any action required to keep the corporation in good standing and fully comply with applicable statutes and regulations for the duration of this instrument.

(E) Borrower agrees to pay any excess development costs resulting from failure to obtain adequate land, interests therein, rights-of-way, consents or subordinations.

Signed for identification this 28th day of February, 1995.

PANACA FARMSTEAD ASSOCIATION  
ATTEST:  
*[Signature]*  
Secretary

PANACA FARMSTEAD ASSOCIATION

*[Signature]*  
President

COPY

103144

... OF

... COUNTY TITLE

MARCH 7, 1995

27 ... 4

P 112

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YURIKO SETZER

BY *Yuriko Setzer* DEPUTY

