

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 2nd day of ^{MARCH} ~~March~~, 1999, by and between the following parties:

TRUSTOR: ELDON G. CRAWFORD and BRENDA CRAWFORD
husband and wife as community property
with right of survivorship
5195 Kirkway Drive
Winnemucca, Nevada 89445

TRUSTEE: FIRST AMERICAN TITLE COMPANY OF NEVADA
a Nevada corporation
685 Lyon Avenue
P.O. Box 1048
Ely, Nevada 89301

BENEFICIARY: GEORGE C. CRAWFORD
Trustee of THE CRAWFORD FAMILY TRUST
P.O. Box 320
Pioche, Nevada 89043

430590

WITNESSETH: WHEREAS, Trustor is indebted to Beneficiary in the sum of TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$284,500.00) and has agreed to pay the same with interest according to the terms of that certain Promissory Note dated March 2, 1999, executed and delivered by Trustor to Beneficiary;

NOW, THEREFORE, Trustor grants unto Trustee, in trust with power of sale, for the purpose of securing: (i) payment of said Promissory Note and principal, interest and other amount set forth therein and all extensions or renewals thereof; (ii) any additional sums and interest thereon hereafter loaned by Beneficiary to the record owner of the property and evidenced by a promissory note or notes containing a recitation this trust deed secures payment thereof; (iii) payment of all other moneys herein agreed or provided to be paid by Trustor or which may be paid out or advanced by Beneficiary or Trustee under the provisions of this instrument with the interest in each case; and, (iv) the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained or herein adopted by reference, all that certain real property situate, lying and being in the County of Lincoln, State of Nevada, identified as Lincoln County Assessor's Parcels Nos: 06-291-22 (portion of); 06-401-02; 06-401-03; 12-050-04; 12-050-05; and, 12-050-07, and more particularly described as follows:

The Southeasterly part of the large ranch properties located in Dry Valley, Lincoln County, Nevada on both sides of Mount Diablo Baseline in: (i) Sections 31, 32, 33 and 34, Township 1 North, Range 69 East; and, (ii) Sections 2, 3, & 4, Township 1 South, Range 69 East (which properties are originally described in Book 17, Page 150 Exhibit A and Book 18, Page 233, and variously described in Book 65, Page 436, and Book 78, Pages 219 and 224, all in the Official Records of Lincoln County, Nevada) and which are depicted on the Record of Survey Map to Show Division Boundary of the Mathews-Crawford Ranch in Dry Valley, Lincoln County, Nevada in Sections 2, 3, 4, 5, & 6 of T.1S., R.69E.; Section 36, T.1N., R.68E.; and, Sections 31, 32, 33 & 34, T.1N., R.69E., M.D.M. recorded January 5, 1999 as File No. 112126, in Plat Book B, at Page 180 of the Official Records of Lincoln County, Nevada, and more particularly described as follows:

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BOOK 140 PAGE 308

PARCEL ONE:

Beginning at a point marked by a 5/8" rebar with cap stamped P.L.S. 12751 located on the Mount Diablo Baseline, from which the South quarter (S1/4) corner of Section 31, T.1N., R.69E. bears N.89°46'13"W., 520.43 feet marked by a B.L.M. Brass Cap marked "1/4 South 31, 1974";
 Thence S.89°46'13"E., 797.89 feet along the said Baseline to the Southeast corner of the SW1/4 SE1/4 of Section 31, T.1N., R.69E.;
 Thence North 1320 feet more or less to the Northeast corner of the SW1/4 SE1/4 of Section 31;
 Thence East 2640 feet more or less to the Northwest corner of the SE1/4 SW1/4 Section 32, T.1N., R.69E.;
 Thence South 1320 feet more or less to the Southwest corner of the SE1/4 SW1/4 Section 32;
 Thence East 3040 feet more or less along the Mount Diablo Baseline to the Northwest corner of Lot 1 (located within the NE1/4 Section 4, T.1S., R.69E.);
 Thence South 660 feet more or less along the West line of said Lot 1 to the Southwest corner of said Lot 1;
 Thence East 2640 feet more or less to the Southeast corner of Lot 4 of Section 3, T.1S., R.69E.;
 Thence North 660 feet more or less to the Northeast corner of said Lot 4 (located on the Mount Diablo Baseline);
 Thence West 410 feet more or less along the said Baseline to the Southeast corner of the SW1/4 SW1/4 of Section 33, T.1N., R.69E.;
 Thence North 1320 feet more or less to the Northeast corner of the SW1/4 SW1/4 of Section 33;
 Thence West 3960 feet more or less to the Northwest corner of the SW1/4 SE1/4 of Section 32;
 Thence North 1320 feet more or less to the Northeast corner of the NE1/4 SW1/4 of Section 32;
 Thence West 1320 feet more or less to the Southeast corner of the SW1/4 NW1/4 of Section 32;
 ** Thence North 929.38 feet along the East line of the SW1/4 NW1/4 Section 32 *;
 Thence S.56°43'07"W., 744.95 feet * at the Southeast corner of a concrete well pump base;
 Thence S.56°11'13"W., 1837.92 feet *;
 Thence S.51°22'05"W., 1818.92 feet *;
 Thence S.37°37'24"E., 261.41 feet *;
 Thence S.03°43'51"W., 731.32 feet * on the said Baseline and the Point of Beginning **

* to a point marked by a 5/8 inch rebar with cap stamped P.L.S. 12751
 ** Distances and bearings within double asterics are measured
 Basis of Bearings of measured lines is the North-South centerline of Section 31, Township 1 North, Range 69 East, M.D.M., which is South 00°26'30" West.

PARCEL TWO:

The Northeast quarter of the Southwest quarter (NE1/4 SW1/4) of Section 2, and Lot Three (3) and the Southeast quarter of the Northwest quarter (SE1/4 NW1/4) of Section 3, in T.1S., R.69E., M.D.M., in Lincoln County, Nevada.

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PARCEL THREE:

The Southwest quarter of the Southeast quarter (SW1/4 SE1/4) of Section 34, T.1N., R.69E., M.D.M., and Lots Two (2) and Three (3) and the South half of the Northwest quarter (S1/2 NW1/4) of Section 2, and Lots One (1) and Two (2) and the South half of the Northeast quarter (S1/2 NE1/4) of Section 3, all in T.1S., R.69E., M.D.M., in Lincoln County, Nevada.

TOGETHER WITH the water, water rights and the right to beneficially use the public waters of the State of Nevada appurtenant to the real property described above and appropriated under the proofs, applications, permits and certificates filed as: **Proof No. 01795; Application No. 16493, Certificate No. 5629; Application No. 18352, Certificate No. 6252; Application No. 20829, Certificate No. 7402; Application No. 22260, Certificate No. 7596; Application No. 22469, Certificate No. 7896; Application No. 24217, Certificate No. 8726; Application No. 24218, Certificate No. 8727; Application No. 24219, Certificate No. 8728; Application No. 24509, Certificate No. 9259; Application No. 37560; Application No. 37561; Application No. 43770; and, Application No. 43771** with the State Engineer of the State of Nevada Department of Conservation and Natural Resources, Division of Water Resources, Carson City, Nevada, diverted from various sources and used for irrigation and domestic purposes.

and also all of the estate, interest or other claim which Trustor now has or may hereafter acquire in and to said property, together with all easements and rights-of-way used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the property and appurtenances described herein unto the Trustee for the purposes herein set forth.

THIS INDENTURE FURTHER WITNESSETH:

FIRST: The following numbered covenants: One; Three; Four (7.00%); Five; Six (which covenant is deemed to include and apply to all conditions, covenants and agreements herein in addition to those adopted by reference and to any and all defaults or deficiency in performance of this Second Deed of Trust); Seven (a reasonable percent); Eight; and, Nine, of the Nevada Revised Statutes, Section 107.030, when not inconsistent with other covenants and provisions herein, are adopted and made a part of this Second Deed of Trust.

SECOND: Trustor shall keep all buildings and improvements that may now or at any time be on the property during the continuance of this trust insured with an all-risk insurance policy covering against loss by fire, casualty, vandalism, malicious mischief and other hazards included in extended coverage endorsement with a company authorized to issue such insurance in the State of Nevada, for a sum equal to the greater of the total value of the property encumbered by this Second Deed of Trust or the total indebtedness secured by this Second Deed of Trust and all obligations having priority over this Second Deed of Trust, and such insurance benefits shall, at the discretion of Beneficiary, be payable to Beneficiary as loss payee or as an additional insured in the amount of the total sum of the obligation secured hereby, and Trustor shall, upon request, deliver such policy to Beneficiary, or to the collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and expend for such purpose such sums as Beneficiary shall deem appropriate.

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THIRD: Trustor shall during the continuance of this trust: (i) keep the real property and improvements in good condition and repair; (ii) not remove or demolish any building or improvement thereon unless the building or improvement is immediately replaced with one of equal or greater value; (iii) complete or restore promptly in a good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor; (iv) comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; (v) not commit or permit waste thereof; (vi) not commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting the property; and, (vii) do all other acts which from the character or use of said property may be reasonably necessary to protect the security hereof, including, but not limited to the following:

(a) Maintaining and caring for all buildings, out buildings, fences, corrals, stock water facilities, windmills, dams, ditches, diversions, wells, pumping equipment and all other structures, improvements and fixtures now or hereafter placed on the property, in at least the condition, order and repair existing on the date of this instrument, subject to reasonable, normal wear and depreciation, and replacement, substitution or improvements as herein provided.

(b) Not removing or demolishing all or any portion of any buildings, out buildings, fences, corrals, stock water facilities, windmills, dams, ditches, diversions, wells, pumping equipment and all other structures, improvements and fixtures now or hereafter placed on the property, unless the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use, or the beneficiary gives the prior written consent thereto.

(c) Farming, maintaining, irrigating, harvesting and grazing the meadow and pasture area of the property for which water rights exist in at least the same ranching and husbandlike manner as is the common ranch practice in the area of the property.

(d) Property maintaining, putting to beneficial use and utilizing all wells and water rights appurtenant, appropriated or decreed to or used in connection with any portion of the property so as not to allow any water rights to be jeopardized, diminished, reduced, damaged or lost.

(e) Grazing and managing the grazing areas of the property subject to this instrument in the manner recognized as good grazing land management in the grazing unit or area in which the property subject hereto is located.

(f) Applying for active use and utilizing or taking non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the land subject to this instrument and doing all other things reasonably necessary to prevent the loss of or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Trustor.

(g) Not doing, or not permitting to be done by act or omission, anything which impairs, lessens, diminishes, devalues or depletes the value of the security hereby given.

(h) Operating the ranch operation on the property according to the dictates of good ranch, soil, plant, water and range management common in the area of the property.

FOURTH: Trustor shall not cause or permit the presence, use, disposal, storage or release of any

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hazardous substance (as defined by applicable federal, state or local health, safety or environmental protection laws and/or regulations) on the property, except such quantities of hazardous substances generally recognized appropriate for the normal use and maintenance of the property.

FIFTH: Trustor shall pay: (i) at least ten (10) days before delinquency, all taxes and assessments affecting said property; (ii) when due, all encumbrances, charges and liens with interest on said property or any part thereof except as otherwise provided herein; and, (iii) all costs, fees and expenses of this trust.

SIXTH: Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and pay all costs and expenses including costs of evidence of title and attorney's fees in a reasonable sum in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

SEVENTH: Trustor shall pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants herein adopted by reference.

EIGHTH: There is conferred upon Beneficiary the right, power, and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, and 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. The entering upon and taking possession of the property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

NINTH: If Trustor fails to make any payment or to do any act as herein provided or required, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter up on said property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and, (iii) pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto. In exercising any such powers, Beneficiary or Trustee may pay necessary expenses, employ counsel and pay reasonable fees of counsel. Trustor shall without demand immediately pay all sums so expended by Beneficiary or Trustee with interest from the date of such expenditure at the percentage rate then in effect for the Promissory Note secured by this Second Deed of Trust. The amount of any such expenditure not repaid immediately by Trustor shall be added to the principal sum due or to become due under the Promissory Note secured by this trust deed.

TENTH: If Trustor is in default under the terms of the Promissory Note secured hereby, and if Beneficiary consequently incurs any penalties, charges or other expenses on account of such default, then the amount of such penalties, charges and expenses shall be immediately payable by Trustor to Beneficiary, and any amount not repaid immediately shall be added to the principal sum due under the Promissory Note secured by this trust deed. The payment of principal of the Promissory Note secured hereby shall at the option of the payee thereof, without demand or notice, be accelerated in the event of default in the performance of the terms of the Promissory Note, all on terms and conditions more

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particularly set forth in the Promissory Note.

ELEVENTH: If Trustor, or any successor in interest to Trustor, shall sell, convey, alienate, assign, transfer, dispose of, or agree or contract to sell, convey, alienate, assign, transfer or dispose of said property or any part thereof, or any interest therein, or shall be divested of the title, in any manner or any way, either voluntarily or involuntarily, or otherwise, any indebtedness or obligation secured hereby at the option of the holder hereof, without demand or notice, shall immediately become due and payable although the time of maturity as expressed therein shall not have arrived, unless the Beneficiary consents thereto and this provision is waived in writing by Beneficiary, which consent shall not be unreasonably withheld if the security hereof is adequately protected. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

TWELFTH: There can be no transfer by Trustor of this Second Deed of Trust or the assumption of the payment obligation of the Promissory Note it secures without first obtaining the written consent of the Beneficiary, which consent shall not be unreasonably withheld if the security hereof is adequately protected. Beneficiary may, without notice to or consent of the Trustor, extend the current payment of any indebtedness secured hereby to a successor in interest of the Trustor, without discharge of the Trustor from any liability thereof.

THIRTEENTH: At any time, or from time to time, upon first obtaining the written consent of the Beneficiary, which consent shall not be unreasonably withheld if the security hereof is adequately protected, the Trustee may: (i) reconvey any part of said property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or, (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

FOURTEENTH: The following or any combination of the following shall not adversely affect the rights of the Beneficiary or the Trustee hereunder nor relieve any persons from any obligation under this instrument or the Note secured hereby: (i) extension of time for payment of any sum or sums; (ii) partial reconveyance; (iii) acceptance of any sum after the same is due or after filing of notice of breach and election to sell; (iv) joinder in granting any easements; and, (v) joinder in any extension or subordination agreement.

FIFTEENTH: This Second Deed of Trust is made subject and subordinate to the February 23, 1999 Deed of Trust (the "First Deed of Trust") encumbering the real property described above, wherein ELTON G. CRAWFORD and BRENDA CRAWFORD, husband and wife, are the Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA is the Trustee, and STATE BANK OF SOUTHERN UTAH is the Beneficiary, which Deed of Trust was recorded MARCH 2, 1999 as File No. 112399, in Book 140, at Page 299 of the Official Records of Lincoln County, Nevada, and secures a Promissory Note in the original principal sum of \$60,300.00.

SIXTEENTH: Rights and remedies granted herein shall not exclude any other rights or remedies granted by law and all rights and remedies granted herein or permitted by law shall be concurrent and cumulative. A violation of any express covenant herein shall have the same effect as a violation of any covenant herein adopted by reference.

SEVENTEENTH: Words used herein in any gender include all other genders and singular includes plural and plural the singular.

EIGHTEENTH: All provisions of this instrument shall inure to, apply to and bind the heirs, executors, administrators, legal representatives, successors and assigns of all parties hereto, it being understood the term "Beneficiary" shall mean the owners and holders, including pledgees, of the Promissory Note secured

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hereby, whether or not named as Beneficiary herein.

IN WITNESS WHEREOF, this instrument is executed effective as of the day and year first above written.

Eldon G. Crawford
Eldon G. Crawford

Brenda Crawford
Brenda Crawford

STATE OF NEVADA,)
COUNTY OF HUMBOLDT.) ss.

This instrument was acknowledged before me on Feb. 26, 1999 by **ELDON G. CRAWFORD.**



Leticia Macdonald 2-14-2001
Notary Public Commission expires

STATE OF NEVADA,)
COUNTY OF HUMBOLDT.) ss.

This instrument was acknowledged before me on February 26, 1999 by **BRENDA CRAWFORD.**



Leticia Macdonald 2-14-2001
Notary Public Commission expires

NO. **112400**

FILED AND RECORDED AT REQUEST OF

FIRST AMERICAN TITLE

MARCH 2, 1999

AT 40 MINUTES PAST 3 O'CLOCK

PM IN BOOK 140 OF OFFICIAL

RECORDS PAGE 308 HUMBOLDT

COUNTY, NEVADA.

Leticia Boucher
COUNTY RECORDER

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