

Official Record

Recording requested By
STEWART TITLE COMPANY

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$65.00

Page 1 of 27

RPTT:

Recorded By: HB

Book- 295 Page- 0505



0147564

A.P.N. No.:	013-030-21, 013-030-18, 013-160-63, 013-160-02, and 013-160-03
Escrow No.:	01415-13145
Recording Requested By:	
Stewart Title Company	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
American Farm Mortgage Company, Inc.	
8901 Greenway Commons Place, Suite 200	
Louisville, KY 40220	

(for recorders use only)

**DEED OF TRUST SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND FIXTURE
FILING**

(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Signature

Title

Printed Name

This page added to provide additional information required by NRS.111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fees applies)



0147564

Assessor's Parcel No.: 3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063

After recording return to:
American Farm Mortgage Company, Inc.
8901 Greenway Commons Place, STE 200
Louisville, KY 40220
Brian Banet

Until a change is requested, all tax statements
shall be sent to the following address:
3J Cattle, LLC.
PO Box 749
Caliente, NV 89008

0415-13145

[Space Above This Line For Recording Data]

DEED OF TRUST Security Agreement, Assignment of Rents and Fixture Filing

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) "Security Instrument" means this document, which is dated **May 22, 2015**, together with all Riders to this document.

(B) "Borrower" is **3J Cattle, LLC, a Nevada limited liability company having charter # 112110** Borrower is the trustor under this Security Instrument.

(C) "Lender" is **American Farm Mortgage Company, Inc.** Lender is a corporation organized and existing under the laws of Tennessee. Lender's address is **8901 Greenway Commons Place, STE 200 Louisville, KY 40220**. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Stewart Title Company**.

(E) "Note" means the promissory note signed by Borrower and dated **May 22, 2015**. The Note states that Borrower owes Lender **One Million Four Hundred Fifty Two Thousand and 00/100 Dollars (U.S. \$1,452,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2030**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" mean all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Irrigation Equipment Rider

Water Rights Rider

AB
10



0147564

- Financial Information and Covenants Rider
- Mortgage Insurance Rider
- Permitted Prior Encumbrance Rider
- Adjustable Rate Rider

Other(s): **FEDERAL GRAZING LEASE AND PERMIT DEED OF TRUST RIDER**

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(L) **"Periodic Payment"** means the regularly scheduled amount due for principal and interest under the Note.

(M) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Lincoln (Name of Recording Jurisdiction):

The land referred to herein is situated in the State of Nevada, County of Lincoln, described as follows:

Parcel 1:

All that parcel of land situate in Section 2 and 11 in Township 3 South, Range 67 East, M.D.M. Lincoln County, Nevada described as follows:

All of the North Half of the Northeast Quarter (N1/2 NE1/4) of Section 11 and that portion of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 11 and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 2, all in Township 3 South, Range 67 East, M.D.B.&M lying and being East of the right-of-way of the Union Pacific Railroad of the Caliente and Pioche Railroad.

Also, that certain parcel of land situate in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 2 and the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section 11, all in Township 3 South, Range 67 East, M.D.M. described as follows:

Commencing at a point 325 feet West of the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 2, thence running South 27°30' West 1188.2 feet to the true point of beginning, thence continuing South 27°30' West 1070 feet; thence North 930 feet; thence North 22°26' East 200 feet; thence East 400 feet more or less to the point of beginning.

Excepting therefrom, any portion thereof lying within U.S. Highway 93

Parcel 2:
Beginning at the South One-Quarter corner of Section 2, Township 3 South, Range 67 East, M.D.M. thence North 0°17'06" West a distance of 1313.65 feet; thence East 382.00 feet; thence South 0°22'08" West a distance of 1313.00 feet; thence North 89°42' West a distance of 367.00 feet to the point of beginning, Said parcel is located within the

AB
UB



Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 2, Township 3 South, Range 67 East, M.D.M., Lincoln County, Nevada.

(The above legal description previously appeared in Deed recorded March 17, 2004 as Document No. 121956 of Official Records)

Parcel 3:

CLARIFICATION OF INTENT USING BEST AVAILABLE EVIDENCE PAROLE TESTIMONY & CASE FILE INFORMATION CASE NO. 53 11 2000LC FILED IN LINCOLN COUNTY, NV, DOC. 120590 PT. SE1/4 SW1/4 SEC. 2 AND PT. NE1/4 NW1/4 SEC. 11, T3S, R67E, M.D.M.

Portions of former lands held under US Railroad Grant to which no Assessor's Parcel Number has heretofore been assigned, but which attribute here forth as being coincident with APNs 13-03-018 and 013-03-021.

A description of real property as shown on the attached Exhibit B, included as an inseparable part hereof entitled "EXHIBIT B THE MCINNIS FAMILY TRUST MEMORIALIZATION OF QUIET TITLE AND ADVERSE POSSESSION CASE NO. 53 11 2000LC" herein established for the purpose of illuminating that certain covenant agreement as evidenced verbally by Mr. William Mcinnis further defined by court order generally described as "Together with the real property located within or between Parcels One and Two for which an easement or right-of-way for the purpose of constructing , repairing and maintaining a railroad or railway is dedicated, granted, used or abandoned" herein describing that unique parcel of land that is generally bound to the west in the northerly portion by the former centerline of the Union Pacific Rail Road , Caliente to Pioche Branch, hereinafter referred to as Railroad Right of Way, and the southwesterly portion; bound to the west line of the former exterior Railroad Right of Way;

bound to the South by the west sixteenth line of Section 11; bound to the east by the former east line exterior Railroad Right of Way; and bound to the north by the south sixteenth line of Section 2, all within Township 3 South, Range 67 East, Mount Diablo Meridian, Lincoln County, Nevada, USA, being more particularly described as follows:

Commencing at a found 3.25" diameter Bureau of Land Management brass Section Corner Monument stamped "T3S R63E S3 S2 S10 S11 1971 " 7-inches above ground in stone mound with t-post; said point rests South 00°11 '17" West, a distance of 2,645.96 feet from another found 3.25" diameter Bureau of Land Management brass Quarter Corner Monument stamped "1/4 S 3 S 2 1971" 4-inches above ground in stone mound; thence departing aforesaid commencement Section Corner Monument; South 65°41'45" East, a distance of 1,487.69 feet, to a point of intersection with the former westerly Railroad Right of Way and the westerly boundary of that land defined as The Mcinnis Family Trust, Record of Survey, filed in Lincoln County as document No. 146538, hereinafter referred to as Mcinnis Trust Boundary, said point is also on the west sixteenth line of Section 11 and represents the Point of Beginning of the aforesaid description of lands quiet titled under the cited case; Thence departing said intersection, North 26°59'41" East, coincident with said former westerly Railroad Right of Way line (200-foot wide), a distance of 1,028.67 feet, to a point of intersection with said former westerly Railroad Right of Way line and aforesaid Mcinnis Trust Boundary; Thence departing said former westerly Railroad Right of Way line, prolonging said Mcinnis Family Trust Boundary, South 67°30'59" East, at right angles to U.S. Highway 93, a distance of 100.31 feet, to a point on the centerline of the aforementioned former Railroad Right of Way, said point demarked with a 1.5" diameter aluminum monument stamped "Artisan PLS 9677 PCOR CL ROW" said monument hereinafter referred to as Artisan Monument; Thence departing said prolonged Mcinnis Family Trust Boundary line and Artisan Monument, North 26°59'41 " East, coincident with the centerline of former Railroad Right of Way, a distance of 1,232.32 feet to a point of intersection of said centerline with a prolonged Mcinnis Family Trust Boundary line, said line is also the south sixteenth line of aforementioned Section 2, said point demarked with an Artisan Monument; Thence departing said centerline and Artisan Monument, North 89°31 '00" East, coincident with said prolonged Mcinnis Family Trust Boundary line and said sixteenth line; a distance of 112.72 feet; Thence departing said Trust Boundary and sixteenth line; South 26°59'41 " West, coincident with the former easterly Railroad Right of Way line which is 100 feet distant at right angles from the aforementioned former centerline of Railroad Right of Way line, a distance of 2,671.44 feet, to an intersection with said former Railroad Right of Way line with a point on the west sixteenth line of Section 11; Thence departing said former easterly Railroad Right of Way line, North 01

AB

JD



°12'54" West, coincident with said west sixteenth line, a distance of 211 .55 feet to the former centerline Railroad Right of Way line, said point demarked with an Artisan Monument; Thence departing said former centerline and Artisan Monument continuing said course and coincidence with the west sixteenth line, a distance of 211 .55 feet to the Point of Beginning.

The area described above for the purpose of defining description to the covenant and court order to include "Together with the real property located within or between Parcels One and Two for which an easement or right-of-way for the purpose of constructing, repairing and maintaining a railroad or railway is dedicated, granted, used or abandoned" within The Mcinnis Family Trust contains approximately 8.392 Acres (365,574.92 square feet) as calculated by computer determination methods.

See Exhibit B attached Parcel 4:

The Southeast Quarter of the Southwest Quarter; the Northwest Quarter of the Southeast Quarter; and the Southwest Quarter of the Southeast Quarter of Section 15, Township 3 South, Range 67 East, M.D.M.

Parcel 5:

Parcel 2 as shown on Map of Division into Large Parcels for Lom Thompson recorded February 27, 1996 as File No. 104837 in Plat Book A, Page 476, in the office of the County Recorder of Lincoln County, Nevada, being a portion of the East 1/2 of the Northeast 1/4 of Section 21, Township 3 South, Range 67 East, M.D.M.

Parcel 6:

All of Section 22, Township 3 South, Range 67 East, M.D.M.

Excepting therefrom all that parcel of land in the Northwest Quarter of the Northwest Quarter of Section 22, Township 3 South, Range 67 East, M.D.M., lying West of U.S. Highway 93, and more particularly described as follows:

Beginning at the Northwest corner of said Section 22, monumented by a standard Bureau of Land Management Brass Cap; thence North 89°53'16" East 908.57 feet along the North line of said Section 22 to the U.S. Highway right of way to a NDOT concrete monument and center pin; thence South 50°19'15" West 1,184.60 feet along said U.S. Highway right of way to a rebar and cap stamped P.L.S. 6204; thence North 00°14'19" East 754.58 feet to the Point of Beginning.

Parcel 7:

The Northwest quarter of the Northeast quarter; the North half of the Northwest quarter; and the Southwest quarter of the Northwest quarter of Section 27, Township 3 South, Range 67 East, M.D.M.

Parcel 8:

The Northeast quarter and the Northeast quarter of the Southwest quarter of Section 28, Township 3 South, Range 67 East, M.D.M.

Parcel 9:

Parcel No. 2 as shown on Parcel Map for Lom Thompson recorded December 2, 1996 as File No. 106560 in Plat Book B, Page 10, in the office of the County Recorder of Lincoln County, Nevada, being a portion of the East 1/2 of the Northwest 1/4 of Section 28, Township 3 South, Range 67 East, M.D.M.

which currently has the address of

3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063

Caliente, Nevada 89008

("Property Address"):

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter "Permitted Prior Encumbrances");

TOGETHER WITH all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or

Handwritten initials: AB

Handwritten initials: JB



thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles there from, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the real property now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

TOGETHER WITH all water and water rights now owned or hereafter acquired by Borrower and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real property, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

TOGETHER WITH all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the real property, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrower and which are located on the real property in Lincoln County, Nevada, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

TOGETHER WITH all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the real property under the power of eminent domain or for any damage to the real property and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the real property and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the real property. Borrower does hereby covenant and agree that Borrower will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

TOGETHER WITH all proceeds of and any unearned premiums on any insurance policies covering the real property and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

TOGETHER WITH all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

TOGETHER WITH all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

TOGETHER WITH any and all of Borrower's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to



this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, fixtures, and certain personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Unless required by Applicable Law, payments will be applied first to accrued unpaid interest, then second to principal, third to advances under this Security Instrument, and finally to late charges. Such payments shall be applied to each Periodic Payment in the order in which it became due.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth

AS

10



above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument and the Loan. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may



use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Borrower will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Borrower secured by the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall

AB

117



not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in

AB

JD



Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

11. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the



word "may" gives sole discretion without any obligation to take any action.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

17. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do,

AS *JLB*



anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

19. Additional Property Subject To The Security Instrument. This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of Nevada (the "UCC"). In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins and specifically: All water and water rights of every kind and nature, including but not limited to any and all water and water rights received from or distributed by Permit Number 22477 (Certificate Number 7554), Permit Number 24327 (Certificate Number 14438), Permit Number 25873 (Certificate Number 9286), Permit Number 57679 (Certificate Number 16180) and Permit Number 57680 (Certificate Number 16181), now owned or hereafter acquired by Debtor, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described on Exhibit A attached hereto, all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, together with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

All irrigation equipment of every kind and nature, including but not limited to center irrigation pivots, wheel lines, hand lines, pumps, pvc pipe, sprinklers, gearheads, motors and windmills, now owned or hereafter acquired by Debtor and wheresover located and situated, including but not limited to the foregoing described equipment now or hereafter installed on, affixed to, placed upon or used in connection with the real estate described on Exhibit A attached hereto, together with all replacements, renewals, substitutions and proceeds derived therefrom.

All of the Debtor's rights, title and interest in and to any and all federal government leases, licenses and permits now or hereafter owned by the Debtor including but not limited to BLM Authorization Number 2703733, Allotment Number 01036 (Highway) and Allotment Number 01055 (Peck), together with any and all other leases, licenses and permits of every kind and nature, by and between Debtor and the United States of America, by and through its agencies, which are connected to or pertain to the real estate described on Exhibit A attached hereto, together with all replacements, renewals, substitutions and proceeds derived therefrom.

All fixtures of every kind and nature, now owned or hereafter acquired by Debtor and now or hereafter located and situated on the real estate described on Exhibit A attached hereto, together with all replacements, substitutions, accessions thereto and proceeds derived therefrom.

AB

JP



, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Security Instrument as the "Property."

20. Fixture Filing. This Security Instrument constitutes a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

21. Use of Property; Compliance With Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

22. Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

23. Assignment of Rents; Appointment of Receiver; Lender In Possession. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

24. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

25. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which



the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

26. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

27. **Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

3J Cattle, LLC., a Nevada limited liability company

[Handwritten Signature]
Signature _____ Date 5-22-15

Jared Brackenbury, Member

[Handwritten Signature]
Signature _____ Date 5/22/15

Adriana Brackenbury, Member

[Sign Originals Only]

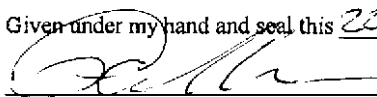
[Handwritten initials]

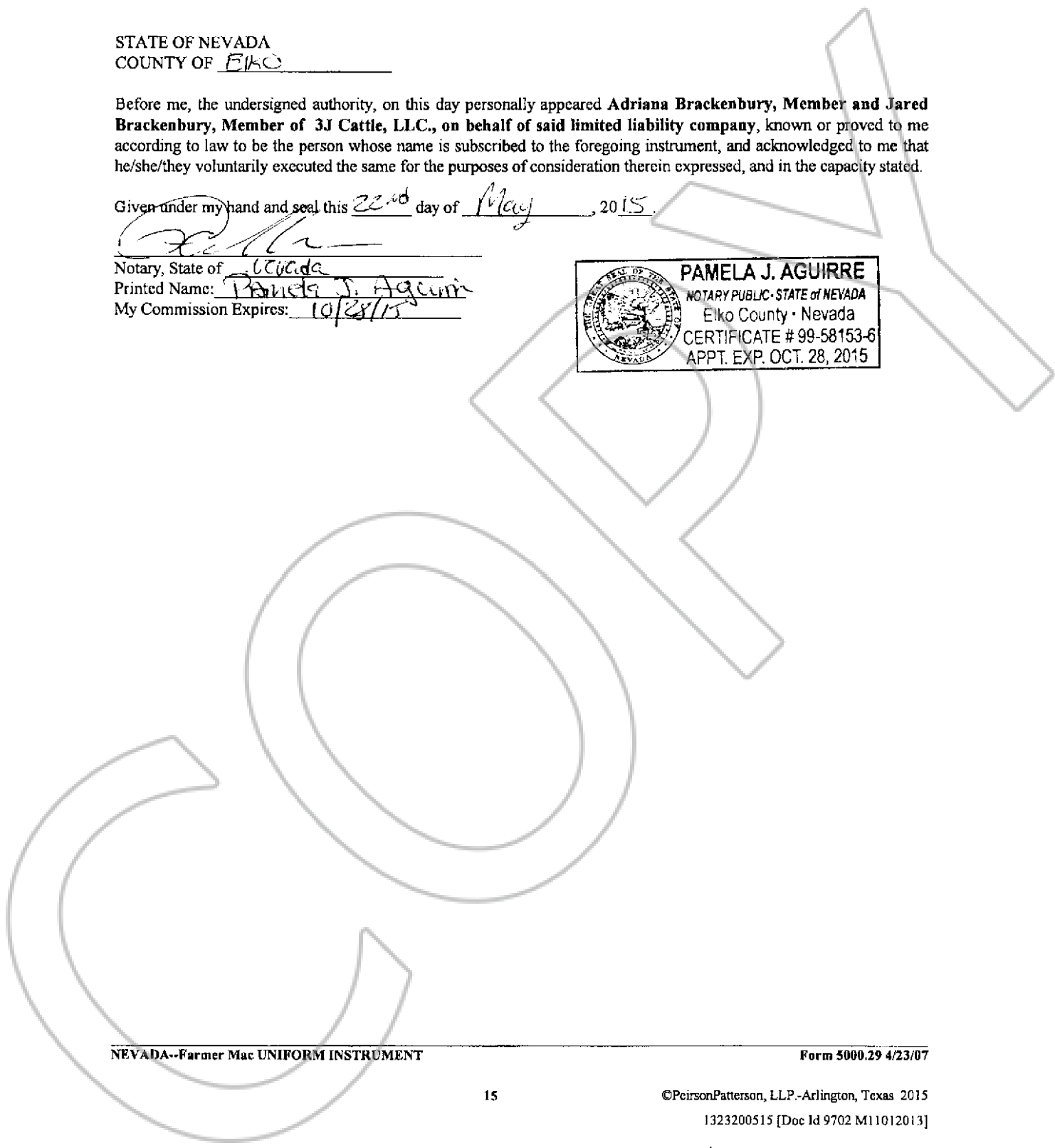
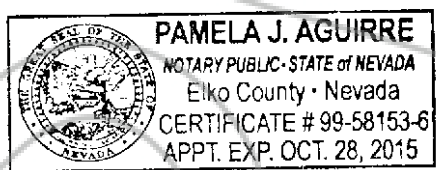


STATE OF NEVADA
COUNTY OF Elko

Before me, the undersigned authority, on this day personally appeared **Adriana Brackenbury, Member and Jared Brackenbury, Member of 3J Cattle, LLC., on behalf of said limited liability company**, known or proved to me according to law to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they voluntarily executed the same for the purposes of consideration therein expressed, and in the capacity stated.

Given under my hand and seal this 22nd day of May, 2015.


Notary, State of Nevada
Printed Name: Pamela J. Aguirre
My Commission Expires: 10/28/15



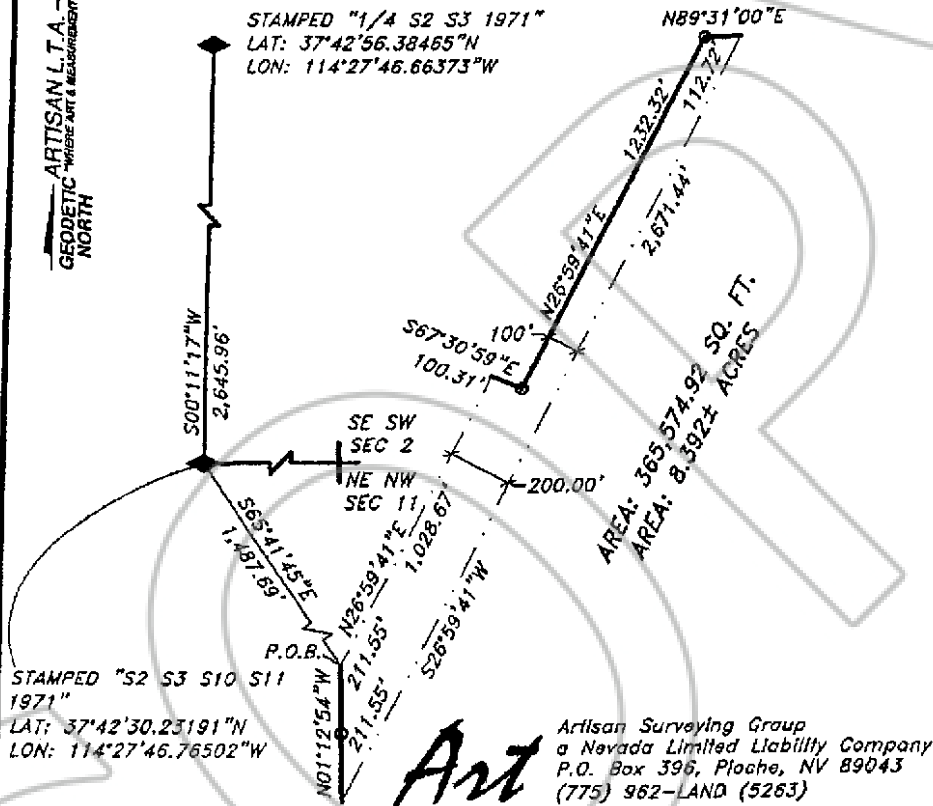
AS

Jrb



ARTISAN L.T.A.
GEODETIC SURVEYING & MEASUREMENT SERVICE ASSISTANT
NORTH

EXHIBIT B
THE MCINNIS FAMILY TRUST
MEMORIALIZATION OF QUIET TITLE AND ADVERSE
POSSESSION CASE NO. 53 11 2000LC
FILED AS DOCUMENT NO. 120590, LINCOLN COUNTY, NV
PORTIONS OF SECTION 2 & 11, T3S, R67E, MDM.



MONUMENTATION AND RELATED EXHIBIT SYMBOLS

- ◆ FOUND 3.25" DIAMETER BLM BRASS MONUMENT, AS NOTED
- SET 1.5" DIAMETER ALUMINUM MONUMENT "ARTISAN"
- REVERSE DONATION PROLONGED PROPERTYLINE PER CITED CASE
- MEASURED SECTION LINE
- FORMER EXTERIOR RIGHT OF WAY LINE U.P.R.R.

REFERENCES

1873 & 1973 OFFICIAL PLAT & FIELD NOTES BY GENERAL LAND OFFICE AND BUREAU OF LAND MANAGEMENT, RESPECTIVELY.
LINCOLN COUNTY QUIET TITLE AND ADVERSE POSSESSION CASE NO. 53 11 2000LC, FILED AS DOCUMENT NO. 120590.
REFERENCE RECORD OF SURVEY FOR THE MCINNIS FAMILY TRUST, DTD. 1/2/15, DOCUMENT NO. 146538.

Handwritten initials/signature



0147564

Book 088
Page 622

05/27/2015
Page 10 of 21

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **Twenty-second** day of **May, 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's adjustable rate Note (the "Note") to **American Farm Mortgage Company, Inc.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063
Caliente, NV 89008
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE PERIODIC PAYMENT

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note has the following terms which provide for changes in the interest rate and periodic payments, as follows:

2. INTEREST

Prior to default, interest will be charged on unpaid principal until the full amount of Principal has been paid. Borrower will pay interest at a yearly rate of **4.200%**. The interest rate Borrower will pay will change in accordance with this Section 2.

INITIAL ADJUSTMENT DATE. July 1, 2025.

ORIGINAL AMORTIZATION TERM. 25 years.

ADJUSTMENT FREQUENCY PERIOD. yearly

MARGIN. 2.955%

ADJUSTABLE RATE PROVISION. The interest rate stated in this Note is subject to adjustment by the Lender or any subsequent holder of this Note on the Initial Adjustment Date and on subsequent dates established by the Adjustment Frequency Period thereafter. Any such change in the interest rate shall be made automatically but in no event shall the adjusted interest rate exceed the maximum interest rate then

JB



permitted by law. When the rate is adjusted the remaining current principal balance of the Note will be reamortized over the remaining amortization term to determine subsequent payment amounts. Lender reserves the right to not adjust the loan in the event of default. Notice of the adjusted rate and the new amortized payment will be sent to the Borrower after each interest rate adjustment.

INDEX. Beginning with the Initial Adjustment Date, the adjustable interest rate will be based on an Index. The "Index" is the *one-year London Interbank Offered Rate ("LIBOR")* which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in the Wall Street Journal. The Index percentage will be added to the Margin to determine the adjustable rate. If the Index is no longer available, the Note Holder will choose a new index that is based on comparable information.

After default, interest will be charged on unpaid principal at the interest rate stated in Section 7 of this Note.

3. SCHEDULED PAYMENTS

(A) Time and Amount of Payments

1 interest payment on July 1, 2015, with interest calculated from the date of closing on the unpaid principal balance at 4.200% per annum; 29 consecutive semi-annual principal and interest payments of \$47,183.96 each, beginning January 1, 2016, and the final payment of \$811,315.27 on July 1, 2030, which is called the "Maturity Date."

(B) Place of Payments

Borrower will make payments at 500 Fifth St., Ames, IA 50010 or at a different place if required by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

3J Cattle, LLC, a Nevada limited liability company

Signature

Jared Brackenbury, Member

Date

5-22-15

Signature

Adriana Brackenbury, Member

Date

5/22/15

AB
JB

[Sign Originals Only]



IRRIGATION EQUIPMENT RIDER

Loan # 21501290

THIS IRRIGATION EQUIPMENT RIDER is made this **Twenty-second** day of **May, 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **American Farm Mortgage Company, Inc.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063
Caliente, Nevada 89008
[Property Address]

The Property also includes Borrower's interest in the irrigation equipment specifically described below and the uses, benefits and proceeds of Borrower's interest in and to same:

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Property or for the irrigation or drainage thereof located on the Property, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such items and all proceeds (including insurance proceeds) from the sale or other disposition of any such items. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

All water and water rights of every kind and nature, including but not limited to any and all water and water rights received from or distributed by Permit Number 22477 (Certificate Number 7554), Permit Number 24327 (Certificate Number 14438), Permit Number 25873 (Certificate Number 9286), Permit Number 57679 (Certificate Number 16180) and Permit Number 57680 (Certificate Number 16181), now owned or hereafter acquired by Debtor, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described on Exhibit A attached hereto, all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, together with all replacements, substitutions, accessions thereto and proceeds derived therefrom



0147564

Book: 395
Page: 525

05/27/2015
Page: 2 of 2

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Irrigation Equipment Rider.

3J Cattle, LLC, a Nevada limited liability company

[Handwritten Signature]

Signature

5/22/15

Date

Jared Brackenbury, Member

[Handwritten Signature]

Signature

5/22/15

Date

Adriana Brackenbury, Member

[Sign Originals Only]

[Large watermark: COOPER]

JB
AB



WATER RIGHTS RIDER

Loan # 21501290

THIS WATER RIGHTS RIDER is made this **Twenty-second** day of **May, 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **American Farm Mortgage Company, Inc.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063
Caliente, Nevada 89008
[Property Address]

The Property also includes Borrower's interest in the water rights specifically described below and the uses, benefits and proceeds of Borrower's interest in and to same:

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Borrower to use water for any purpose upon the Property. The above includes, but is not limited to the following:

All water and water rights of every kind and nature, including but not limited to any and all water and water rights received from or distributed by Permit Number 22477 (Certificate Number 7554), Permit Number 24327 (Certificate Number 14438), Permit Number 25873 (Certificate Number 9286), Permit Number 57679 (Certificate Number 16180) and Permit Number 57680 (Certificate Number 16181), now owned or hereafter acquired by Debtor, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real estate described on Exhibit A attached hereto, all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto, together with all replacements, substitutions, accessions thereto and proceeds derived therefrom

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Water Rights Rider.



0147564

Book 295
Page 527

05/27/2015
Page 2 of 27

3J Cattle, LLC, a Nevada limited liability company

[Handwritten Signature]
Signature _____ Date 5-22-15

Jared Brackenbury, Member

[Handwritten Signature]
Signature _____ Date 5/22/15

Adriana Brackenbury, Member

[Sign Originals Only]



[Handwritten initials]



FINANCIAL INFORMATION AND COVENANTS RIDER

Loan # 21501290

THIS FINANCIAL INFORMATION AND COVENANTS RIDER is made this **Twenty-second** day of **May, 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **American Farm Mortgage Company, Inc.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3-230-02, 3-230-03, 3-230-04, 013-030-21, 013-030-18, 013-160-02, 013-160-063
Caliente, Nevada 89008
[Property Address]

FINANCIAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Borrower will prepare and maintain Borrower's financial records using consistently applied generally accepted accounting principles then in effect. Borrower will provide Lender with financial information in a form acceptable to Lender and under the following terms:

(If "X"ed the following terms are agreed to.)

Frequency. Annually, Borrower will provide to Lender Borrower's financial statements, tax returns, annual internal audit reports or those prepared by independent accountants within **90** days after the close of each fiscal year. Any annual financial statements that Borrower provides will be **reviewed** statements.

Interim Financial Reports. Borrower will provide Lender with interim financial reports on a **quarterly** basis, and within **90** days after the close of this business period. Interim financial statements will be **quarterly** statements.

Requested Information. Borrower will provide Lender with any other information about Borrower's operations, financial affairs and condition within **0** days after Lender's request.

Leverage Ratio. Borrower will maintain at all times a ratio of total liabilities to tangible net worth, determined under consistently applied generally accepted accounting principles, of **7.0 to 1.0** (Total Liabilities to Tangible Net Worth Ratio) or less.

Minimum Tangible Net Worth. Borrower will maintain at all times a total tangible net worth, determined under


consistently applied generally accepted accounting principles, of \$2,000,000.00 (Minimum Tangible Net Worth) or more. Tangible net worth is the amount by which total assets exceed total liabilities. For determining tangible net worth, total assets will exclude all intangible assets, including without limitation goodwill, patents, trademarks, trade names, copyrights, and franchises, and will also exclude any accounts receivable that do not provide for a repayment schedule.


Minimum Current Ratio. Borrower will maintain at all times a ratio of current assets to current liabilities, determined under consistently applied generally accepted accounting principles, of 0 to 1.0 (Minimum Current Ratio) or more.

Minimum Working Capital. Borrower will maintain at all times a working capital, determined under consistently applied generally accepted accounting principles by subtracting current liabilities from current assets, of \$0.00 (Minimum Working Capital) or more. For this determination, current assets exclude (Excluded Current Assets.). Likewise, current liabilities include (1) all obligations payable on demand or within one year after the date on which the determination is made, and (2) final maturities and sinking fund payments required to be made within one year after the date on which the determination is made, but exclude all liabilities or obligations that Borrower may renew or extend to a date more than one year from the date of this determination.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Financial Information and Covenants Rider.

JJ Cattle, LLC, a Nevada limited liability company


Signature _____ Date 5-22-15
Jared Brackenbury, Member


Signature _____ Date 5/22/15
Adriana Brackenbury, Member

[Sign Originals Only]





FEDERAL GRAZING LEASE AND PERMIT DEED OF TRUST RIDER

THIS FEDERAL GRAZING LEASE AND PERMIT DEED OF TRUST RIDER (the "Rider") is attached to and part of a Mortgage (the "Deed of Trust") of even date herewith executed and delivered by **3J CATTLE, LLC**, a limited liability company of the State of Nevada, whose address is PO Box 749, Caliente, NV 89008 (hereafter collectively "Trustor"), in favor of **AMERICAN FARM MORTGAGE COMPANY, INC.**, a corporation of the State of Tennessee, having its principal office located at 8901 Greenway Commons Place, Louisville, Kentucky 40220, its successors and assigns (hereafter "Trustee").

FOR AND IN CONSIDERATION of the sum expressed in the Deed of Trust and the mutual covenants and conditions herein contained, the Trustor does hereby grant, bargain, sell and convey to the Beneficiary the grazing lease executed by the Bureau of Land Management for and on behalf of the United States of America as Lessor and the lands described therein (hereafter collectively the "Lease"), being described as follows:

Bureau of Land Management Grazing Permit Authorization Number 2703733
Allotment Number 01036 (Highway)
Allotment Number 01055 (Peck)

THE TRUSTOR DOES HEREBY FURTHER COVENANT AND AGREE WITH THE BENEFICIARY:

1. To be the lawful owner and holder of the Lease under the provisions of the Taylor Grazing Act [Title 43 USCA Sec. 315 to 315(p)].
2. To pay all rent or charges due under the terms of the Lease, or any renewals or extensions thereof, or by the rules and regulation of the United States Department of Interior or the laws of the United States.
3. To perform and observe all the covenants, conditions, and stipulations contained in the Lease, or renewals or extensions thereof; to comply with the rules and regulations of the Department of Interior and the laws of the United States applicable to the Lease.
4. To make application and do any and all things necessary to obtain extensions or

Initials JB AB



renewals of the Lease during the term of the Deed of Trust.

5. To execute to the Beneficiary, at such times as the Beneficiary may require, assignments of the Lease or any renewals thereof in such forms as may be satisfactory to the Beneficiary.

6. The Lease and any renewals thereof shall run with and attach to the Deeded Property (as the same is described in the Deed of Trust) owned in fee by the Trustor, and upon any conveyance or transfer of the Deeded Property, the Trustor, Trustor's heirs, executors, administrators, trustees, and assigns, shall assign to the grantee in such conveyance or transfer the Trustor's or Trustor's successors' equity in the Lease or the renewals thereof, subject to the lien of the Deed of Trust and to the rights of the Beneficiary as assignee or otherwise, as herein provided.

7. To reimburse the Beneficiary for all costs and expenses incurred by it in any suit to foreclose any assignment of the Lease and any renewals thereof, or in any suit in which the Beneficiary may be obligated to defend or protect its rights or lien acquired hereunder or by any assignment, including all court costs, a reasonable attorney fee, and other expenses, and such sums shall be secured hereby and included in any decree of foreclosure.

8. In the event the Trustor fails to pay when due any rent or rents payable under the Lease or the renewals thereof the Beneficiary may make such payment, and the amounts paid therefore shall become a part of the indebtedness secured by the lien of the Deed of Trust and bear interest from the date of payment at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity.

9. In the event the Trustor, with consent of the Beneficiary, substitutes any Lease for the Lease herein described, or the renewals thereof, such substituted lease and renewals thereof shall be subject to the provisions of the Deed of Trust to the same extent as if said substituted Lease or the renewals were described herein.

10. In the event the Trustor fails to keep and perform all and singular the covenants, conditions, and agreements contained in the Deed of Trust, including this Rider, or fails to comply with the terms of the Lease or renewals thereof, or fails to comply with the rules and regulations of the Department of Interior or the laws of the United States applicable to the Lease and the renewals thereof, then the whole of the indebtedness secured hereby, at the option of the Beneficiary, shall become immediately due and payable and bear interest from such date at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity, and the Beneficiary, at its option, may proceed to foreclose either the Deed of Trust.

11. This Rider shall be a part of the Deed of Trust to which it is attached, to the same extent as if it were set out therein.

Initials ABD