

STATE OF NEVADA

Federal Land Bank of Berkeley Deed of Trust

FILED
JUL 5 1960
STATE ENGINEER'S OFFICE

THIS DEED OF TRUST, made May 31, 1960 between

CESARE SALICCHI, also known as Caesar Salicchi, and NELIA SALICCHI,
his wife,

herein called Grantor, THE FEDERAL LAND BANK OF BERKELEY, a corporation, Trustee, and THE FEDERAL LAND BANK OF BERKELEY, a corporation, Berkeley, California, Beneficiary;

WITNESSETH: That Grantor hereby grants unto said Trustee, with power of sale, the following-described real property

in Elko County Nevada

PARCEL 1: The Southwest quarter of Section 14, Township 33 North, Range 57 East, Mount Diablo Base and Meridian.

PARCEL 2: The South half of Section 11, the West half of Section 13 and the Northeast quarter of Section 14, all in Township 33 North, Range 57 East, Mount Diablo Base and Meridian.

PARCEL 3: All of Section 1, all of Section 3, all of Section 9 and all of Section 11, all in Township 33 North, Range 55 East, Mount Diablo Base and Meridian.

The North half of the Northwest quarter, the Southeast quarter of the Northwest quarter and the South half of Section 13; the Southeast quarter and the North half of Section 23; all of Section 25; the Northwest quarter and the South half of Section 27; all of Section 33 and all of Section 35, all in Township 34 North, Range 55 East, Mount Diablo Base and Meridian.

All of Section 31, Township 34 North, Range 56 East, Mount Diablo Base and Meridian.

The North half of Section 11; the Northwest quarter and the Southeast quarter of Section 14; the West half of Section 24; Township 33 North, Range 57 East, Mount Diablo Base and Meridian.

A parcel of land situate in the Southeast quarter of the Southeast quarter of Section 23, commencing at corner common to Sections 23, 24, 25 and 26 of Township 33 North, Range 57 East, Mount Diablo Base and Meridian, herein called Corner No. 1; thence West along the section line common to Sections 23 and 26, 675 feet to Corner No. 2; thence due North 120 feet to Corner No. 3; thence Northeasterly to a point on the Section line common to Sections 23 and 24, 300 feet North of Corner No. 1, being Corner No. 4; thence South 300 feet to Corner No. 1, the point of beginning, all in Township 33 North, Range 57 East, Mount Diablo Base and Meridian.

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 35, Township 34 North, Range 57 East, Mount Diablo Base and Meridian.

PARCEL 4: The West half and the West half of the Southeast quarter of Section 9 and the East half of Section 16, Township 33 North, Range 58 East, Mount Diablo Base and Meridian.

Containing 9240 acres, more or less.

Subject to existing rights of way.

TOGETHER with the following decreed water rights as more fully described in that certain action entitled "In the Matter of the Determination of the Relative Rights of Claimants and Appropriators of the Waters of the Humboldt River Stream System and Tributaries", Action No. 2804, in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt:

Bartlett Decree: 66938

11 and 14, Township 33 North, Range 57 East;

(c) The water rights decreed to J. E. Fraiser, from Rabbit Creek, through J. E. Fraiser ditches for the irrigation of 47 acres of the above described land in said Section 14;

(d) The water right decreed to James B. Stewart from Rabbit Creek and Little Rabbit Creek, through James B. Stewart ditches for the irrigation of 71.10 acres of the above described land in said Section 11;

(e) The water rights decreed to C. W. Clubine from Talbot Creek through C. W. Clubine ditches for the irrigation of 148.50 acres of the above described land in Sections 9 and 16, Township 33 North, Range 58 East

(f) The water rights decreed to C. W. Clubine from Beaver of Thorpe Creek, through C. W. Clubine ditches, for the irrigation of 363.40 acres of the above described land in said Section;

TOGETHER with the appropriated water rights evidenced by the following described Applications and Certificates issued by the State Engineer of Nevada:

(a) Application For Permit to appropriate the Public Waters of the State of Nevada No. 2392;

(b) Application For Permit to appropriate the Public Waters of the State of Nevada No. 2393;

(c) Certificate of Appropriation of Water No. 656 - Application No. 3530;

(d) Certificate of Appropriation of Water No. 233 - application No. 2412.

EXCEPTING from the land above described one-half of all gas, oil, petroleum and minerals.

TOGETHER WITH all of Grantor's existing and future rights, however evidenced, to the use of water for irrigating said lands and for domestic and stock watering uses, including ditches, laterals, conduits, and rights of way used to convey such water or to drain said land, all of which rights are hereby made appurtenant to said land, and all pumping plants now or hereafter used in connection therewith, and all wind machines used on said land, which pumping plants and wind machines are hereby declared to be fixtures; all grazing leases, permits, and licenses used with said land; all tenements, hereditaments, easements, rights of way, and appurtenances to said land, and the rents, issues, and profits thereof;

As security for the payment of: (a) \$ 117,000.00....., with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on November 1, 1960.....

all interest then accrued, and, every 12..... months thereafter, principal in consecutive installments of \$ 5850.00..... each, plus interest, until paid in full; (b) all other obligations under said note; (c) any additional money Beneficiary may hereafter loan to Grantor, his successors, or any of them, as advance(s) hereunder, with interest as prescribed in the note(s) evidencing such advance(s); (d) all money advanced to any receiver of said premises, with interest at 6 per cent per annum; (e) all other money advanced as hereinafter provided; (f) all renewals, reamortizations, and extensions of indebtedness secured hereby;

Grantor covenants and agrees that:

- (1) Each Grantor is jointly and severally liable for all obligations secured hereby, which obligations shall extend to and bind the heirs, executors, administrators, successors, and assigns of each Grantor;
- (2) Acceptance by Beneficiary of any payment shall not operate as a waiver of any prior default;
- (3) Releases from personal liability shall not affect the personal liability of any person not specifically released;
- (4) All condemnation awards and damages shall be paid to the Beneficiary;
- (5) Grantor will comply with the Federal Farm Loan Act and Federal Reclamation Act, and will care for the security in a farmerlike manner at Grantor's expense;
- (6) Upon Grantor's default or breach, Beneficiary may take possession of said premises with all rights of mortgagee in possession or have a receiver appointed and may, at its option, accelerate the maturity of the indebtedness.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto," approved March 29, 1927, are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, contracts, and rights pledged herein. Covenant No. 2, in the amount required by Beneficiary. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: 6%, and money so expended shall be secured hereby. Covenant No. 5: Trustee may make full or partial reconveyances to "the person or persons legally entitled thereto." All recitals therein shall be conclusive. Covenant No. 6: Attorney may represent trustee at sale, and security may be sold in one parcel. Covenant No. 7: 2%, \$100 minimum. Covenant No. 9: Conveyance to new trustees shall not be necessary, and said resolution may refer in general terms to all deeds of trust held by Beneficiary, which shall include this deed of trust, and, upon recordation, shall be conclusive proof of proper change.

Executed the date first hereinabove written.

Address Lamoille, Nevada

Cesare Salicchi

 Cesare Salicchi

Lamoille, Nevada

Nella Salicchi

 Nella Salicchi

STATE OF NEVADA }
 COUNTY OF Elko } ss.

On the 27th day of June, in the year 1960, before me, Etta Taber
 a notary public in and for said county and State, personally appeared Cesare Salicchi and Nella Salicchi, his wife,

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Etta Taber

 Etta Taber
 Notary Public in and for Elko County, State of Nevada.

My commission will expire:

STATE OF NEVADA, }
 COUNTY OF ELKO. } ss.

I, ESTHER N. SKELTON County Recorder in and for Elko County, do hereby certify that I have compared the foregoing with the original record thereof as the same appears in my office under File Number 1132 and recorded in Volume 5 of OFFICIAL RECORDS, Page 7 and that the foregoing document is a full, true and correct transcript therefrom, and of the whole of such original record.