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# The Connecticut Mutual LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

## DEED OF TRUST

This Deed of Trust, made this Sixth day of November, 1964, between  
JOHN E. MUNSON and FREDA F. MUNSON, husband and wife,  
NEVADA TITLE GUARANTY COMPANY,  
herein called Trustor,  
herein called Trustee,  
and The Connecticut Mutual Life Insurance Company, a corporation of Hartford, Connecticut, herein called  
Beneficiary,

Witnesseth: That Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale,  
all that property in the County of Elko, State of Nevada, described as:

MUNSON RANCH (LEE LIVESTOCK)  
PARCEL No. 1

TOWNSHIP 32 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 13: S $\frac{1}{2}$   
Section 23: All;  
Section 24: All;  
Section 25: All;  
Section 27: All.  
Section 36: E $\frac{1}{2}$ NE $\frac{1}{4}$ ; NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$ .

*Assumption Agreement bk 71-241 OR  
Full Reconveyance bk 143-419 OR  
Full Reconveyance bk 580/58  
Request for Note bk 530/537  
Full Reconveyance bk 716/546 OR*

TOWNSHIP 33 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 36: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ .

EXCEPTING from the parcel described in Township 33 North, Range 56 East, M.D.B. & M., an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described as reserved by FEDERAL LAND BANK OF BERKELEY in Deed to C. A. BRENNEN and H. M. BRENNEN, doing business as LEE LIVESTOCK COMPANY, as co-partners, recorded December 28, 1939, in Book 50 of Deeds at page 22, Elko County, Nevada, Records.

PARCEL NO. 2

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 4: S $\frac{1}{2}$ S $\frac{1}{4}$ .

Section 5: All.

EXCEPTING from the parcels described in Sections 4 and 5, Township 32 North, Range 57 East, M.D.B. & M., an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described as reserved by FEDERAL LAND BANK OF BERKELEY in Deed to C. A. BRENNEN and H. M. BRENNEN, doing business as LEE LIVESTOCK COMPANY, as co-partners, recorded December 28, 1939, in Book 50 of Deeds at page 22, Elko County, Nevada, Records.

Section 6: S $\frac{1}{2}$ NE $\frac{1}{4}$ .

Section 8: N $\frac{1}{2}$ N $\frac{1}{4}$ .

Section 9: N $\frac{1}{2}$ N $\frac{1}{4}$ .

EXCEPTING from the parcels described in Sections 8 and 9, Township 32 North, Range 57 East, M.D.B. & M., an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described as reserved by FEDERAL LAND BANK OF BERKELEY in Deed to C. A. BRENNEN and H. M. BRENNEN, doing business as LEE LIVESTOCK COMPANY, as co-partners, recorded December 28, 1939, in Book 50 of Deeds at page 22, Elko County, Nevada, Records.

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M. (Continued)

Section 15: S $\frac{1}{2}$ S $\frac{1}{2}$ .  
Section 20: E $\frac{1}{2}$ ; Lots 1 and 2 and N $\frac{1}{2}$ SW $\frac{1}{4}$  (SW $\frac{1}{4}$ ).

EXCEPTING from parcels described in Section 20, the coal and other minerals in the land as reserved by UNITED STATES OF AMERICA in Patent to HOWARD M. BRENNEN recorded May 14, 1937, in Book 8 of Patents at page 327, Elko County, Nevada, Records.

Section 21: All.  
Section 23: All.  
Section 29: All.  
Section 30: W $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{2}$ SE $\frac{1}{4}$ .  
Section 32: Lots 1, 2, 3 and 4;  
NE $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
S $\frac{1}{2}$ NE $\frac{1}{4}$ ; E $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ .

EXCEPTING from parcels described in Sections 30 and 32, the coal and other minerals in the land as reserved by UNITED STATES OF AMERICA in Patent to WILLARD S. GRISWOLD recorded February 10, 1922, in Book 7 of Patents at page 502, and to HOWARD M. BRENNEN recorded May 14, 1937 in Book 8 of Patents at page 327, Elko County, Nevada, Records.

Section 33: All.

TOWNSHIP 33 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 31: All.  
Section 32: NW $\frac{1}{4}$ SW $\frac{1}{4}$ .

EXCEPTING from the parcels described in Sections 31 and 32, Township 33 North, Range 57 East, M.D.B. & M., an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described as reserved by FEDERAL LAND BANK OF BERKELEY in Deed to C. A. BRENNEN and H. M. BRENNEN, doing business as LEE LIVESTOCK COMPANY, as co-partners, recorded December 28, 1939, in Book 50 of Deeds at page 22, Elko County, Nevada, Records.

PARCEL NO. 3

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ .  
Section 9: S $\frac{1}{2}$ N $\frac{1}{2}$ ; S $\frac{1}{2}$ .

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M. (Continued)

Section 10: S $\frac{1}{2}$ S $\frac{1}{2}$ ; also all that tract of land situate in the N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10 which is South of Dry Creek, the same being a triangular tract of land.

Section 15: N $\frac{1}{2}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$ .

Section 16: All.

Section 17: All.

Section 19: All.

Section 20: NW $\frac{1}{4}$ .

PARCEL NO. 4

TOWNSHIP 32 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 14: S $\frac{1}{2}$ .

Section 26: All.

TOWNSHIP 32 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 36: W $\frac{1}{2}$ ; SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ .

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 18: All.

Section 30: NW $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ .

EXCEPTING from Parcel No. 4 all minerals in the land reserved by the UNITED STATES OF AMERICA in Patent to the LEE LIVESTOCK COMPANY recorded April 26, 1961, in Book 13 of Official Records at page 478, Elko County, Nevada, Records.

PARCEL NO. 5

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 14: All.

Section 22: All.

Section 28: All.

DANA RANCH

TOWNSHIP 32 NORTH, RANGE 57 EAST, M.D.B. & M.

Section 6: Lot 7 of SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$ .

Section 7: All.

Section 10: N $\frac{1}{2}$ NW $\frac{1}{4}$ ; SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ .

An irregular tract of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 32 North, Range 57 East, M.D.B. & M., which lies North of Dry Creek in Pleasant Valley, Elko County, Nevada.

TOGETHER WITH all water rights that are appurtenant to, or that have heretofore been used upon the above described lands, including, but not limited to those certain water rights that are described as follows:

PRIORITY	HARVEST ACRES	LOCATION	SEC.	TP.	R.	LENGTH OF SEASON	C.F.S.	ACRE FEET
Claimant - Estate Joseph Hennen Source - Mitchell Creek Ditch - Hennen Ditches								
1883	78.70	-----	7	32	57	4/15-8/15	.968	236.10
1905	-----	-----	--	--	--	4/15-5/15	.112	6.83
Source - Little Valley Spring Ditch - Hennen Ditches								
1887	39.40	E $\frac{1}{2}$ SW $\frac{1}{4}$	31	33	57	-----	-----	-----
		SE $\frac{1}{4}$	31	33	57	-----	-----	-----
		NW $\frac{1}{4}$ SW $\frac{1}{4}$	32	33	57	4/15-8/15	.485	118.20
Source - Butterfield Creek Ditch - Hennen Ditches								
1881	59.00	S $\frac{1}{2}$ NE $\frac{1}{4}$	36	33	56	-----	-----	-----
1887	16.90	NE $\frac{1}{4}$ SE $\frac{1}{4}$	36	33	56	-----	-----	-----
		SW $\frac{1}{4}$	31	33	57	4/15-8/15	.726	177.00
		SW $\frac{1}{4}$ SE $\frac{1}{4}$	31	33	57	4/15-8/15	.208	50.70
Source - Young Creek Ditch - Hennen Ditches								
1873	10.00	S $\frac{1}{2}$ S $\frac{1}{2}$	5	32	57	4/15-8/15	.123	30.00
1874	20.00	N $\frac{1}{2}$ NE $\frac{1}{4}$	8	32	57	4/15-8/15	.246	60.00
1875	25.00	S $\frac{1}{2}$ S $\frac{1}{2}$	4	32	57	4/15-8/15	.308	75.00
1876	112.40	N $\frac{1}{2}$ N $\frac{1}{2}$	9	32	57	4/15-8/15	1.303	337.20
1876	-----	-----	--	--	--	4/15-5/15	.214	13.05
1877	112.30	-----	--	--	--	4/15-8-15	1.381	336.90
1877	-----	-----	--	--	--	4/15-5/15	.214	12.98
1878	-----	-----	--	--	--	4/15-5/15	.615	37.50
1905	-----	-----	--	--	--	4/15-5/15	.156	9.53
Source - Young Creek and Butterfield Creek Ditch - Hennen Ditches								
1905	-----	NE $\frac{1}{4}$	10	32	57	4/15-5/15	.188	11.48
1872	50.00	NE $\frac{1}{4}$ NW $\frac{1}{4}$	10	32	57	4/15-5/15	.615	150.00

PRIORITY	HARVEST ACRES	LOCATION	SEC.	TP.	R.	LENGTH OF SEASON	C.F.S.	ACRES FEET
Source	- Young Creek							
Ditch	- Hennen Ditches							
1868	30.00	NW $\frac{1}{4}$	10	32	57	4/15-8/15	.369	90.00
1869	30.00	W $\frac{1}{2}$ NE $\frac{1}{4}$	10	32	57	4/15-8/15	.369	90.00
1870	30.00	N $\frac{1}{2}$ SE $\frac{1}{4}$	10	32	57	4/15-8/15	.369	90.00
1871	30.00	NE $\frac{1}{4}$ SW $\frac{1}{4}$	10	32	57	4/15-8/15	.369	90.00
1872	32.90	SW $\frac{1}{4}$ NE $\frac{1}{4}$	10	32	57	4/15-8/15	.405	98.70
1873	-----	-----	--	--	--	4/15-6/15	1.353	165.00

Claimant - T. F. Brennen

Source - Ainley Creek, Ogilvie Creek, Springs, and one-third waters of Young Creek

Ditch - T. F. Brennen Ditches

1869	40.00	SE $\frac{1}{4}$ NW $\frac{1}{4}$	9	32	57	4/15-8/15	.492	120.00
1870	15.00	NE $\frac{1}{4}$ SW $\frac{1}{4}$	9	32	57	4/15-8/15	.185	45.00
1871	15.00	S $\frac{1}{2}$ NE $\frac{1}{4}$	9	32	57	4/15-8/15	.185	45.00
1872	50.00	N $\frac{1}{2}$ SE $\frac{1}{4}$	9	32	57	4/15-8/15	.615	150.00
1873	50.00	SE $\frac{1}{4}$ SE $\frac{1}{4}$	9	32	57	4/15-8/15	.615	150.00
1874	50.00	SW $\frac{1}{4}$ NW $\frac{1}{4}$	10	32	57	4/15-8/15	.615	150.00
1875	51.78	NW $\frac{1}{4}$ SW $\frac{1}{4}$	10	32	57	4/15-8/15	.637	155.34
1872	20.00	SW $\frac{1}{4}$ NW $\frac{1}{4}$	9	32	57	4/15-8/15	.246	60.00
1873	16.00	W $\frac{1}{2}$ SW $\frac{1}{4}$	9	32	57	4/15-8/15	.197	48.00
1873	40.00	SE $\frac{1}{4}$ SW $\frac{1}{4}$	9	32	57	4/15-8/15	.492	120.00
1876	17.00	SW $\frac{1}{4}$ SE $\frac{1}{4}$	9	32	57	4/15-8/15	.209	51.00
1879	17.00	-----	--	--	--	4/15-8/15	.209	51.00
1880	35.00	-----	--	--	--	4/15-8/15	.431	105.00
1881	36.63	-----	--	--	--	4/15-8/15	.451	109.89
1898	-----	SE $\frac{1}{4}$ NE $\frac{1}{4}$	8	32	57			
		E $\frac{1}{2}$ SE $\frac{1}{4}$	8	32	57	4/15-5/15	.970	59.18
1870	100.00	N $\frac{1}{2}$	16	32	57	4/15-8/15	1.230	300.00
1871	40.00	N $\frac{1}{2}$ S $\frac{1}{2}$	16	32	57	4/15-8/15	.492	120.00
1872	21.00	-----	--	--	--	4/15-8/15	.258	36.00
1873	21.00	-----	--	--	--	4/15-8/15	.258	36.00
1874	21.00	-----	--	--	--	4/15-8/15	.258	36.00
1875	21.00	-----	--	--	--	4/15-8/15	.258	36.00
1876	21.00	-----	--	--	--	4/15-8/15	.258	36.00
1877	26.53	-----	--	--	--	4/15-8/15	.326	79.59
1877	20.00	-----	--	--	--	4/15-8/15	.246	60.00
1882	13.00	-----	--	--	--	4/15-8/15	.160	39.00
1882	-----	-----	--	--	--	4/15-6/15	.172	21.00
1900	-----	W $\frac{1}{2}$ SW $\frac{1}{4}$	16	32	57	4/15-5/15	.175	10.70

Application Permit #10555, Certificate 3019 for stock water on unnamed spring situate in SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10, Township 32 North, Range 57 East, M.D.B. & M., issued to ELLA MARION L. DANA and SYDNEY H. VAIL in joint tenancy for 0.0044 CFS for 250 head of cattle.

TOGETHER WITH all range rights and grazing permits that are appurtenant to, or that have been heretofore used in connection with, the above described lands including, but not limited to, a permit issued by the Bureau of Land Management for the Munson Ranch for 1,348 aum's of active use and 319 aum's of suspended non-use and a permit issued by the Bureau of Land Management for the Dana Ranch for 300 aum's of active use and 60 aum's of suspended non-use.

Together with all buildings, structures, fences, pipes, wells, tanks, dams, reservoirs and all other improvements and fixtures thereon or therein, or that may be hereafter erected or placed thereon or therein, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof (subject, however, to the right, power and authority hereinafter given to or conferred upon Beneficiary to collect and apply such rents, issues and profits), and all the estate, right, title, property, possession, interest or other claim or demand, in law or in equity, which the Trustor now has or may hereafter acquire of, in or to the said property, or any part thereof, with appurtenances;

Together with the following described shares of stock and water right contracts, which are hereby expressly made appurtenant to the above described property, namely:

Together with all other rights, whether evidenced by shares of stock, contracts, permits, licenses, or in any other manner, to the use of water for the irrigation of the above described property, or for stock watering or domestic purposes thereon, and to the use of any irrigation and drainage ditch, canal or pipe line, or any one or more of them, used for either or both irrigation and drainage of said property, or for the conveyance of water for stock or domestic purposes thereon, whether said rights are now owned or are hereafter acquired, every such right being hereby made appurtenant to the above described property;

To have and to hold the same unto Trustee upon the trusts, covenants and agreements herein expressed;

For the purpose of securing:

First: Payment of the indebtedness evidenced by a promissory note of even date herewith in the principal sum of **FOUR HUNDRED FIFTY FIVE THOUSAND and NO/100 - - - - 455,000.00** Dollars (\$.....)

made by **John E. Munson and Freda F. Munson**

payable to the order of **The Connecticut Mutual Life Insurance Company** at its Home Office in Hartford, Connecticut, according to the tenor and effect thereof, all renewals, extensions and/or modifications of said note, and any additional sums and interest thereon which may hereafter be loaned to Trustor, or to the heirs, successors or assigns of Trustor, by Beneficiary. Each additional loan hereafter made and interest thereon shall be secured by this Deed of Trust only if made to Trustor while he is the owner of record of his present interest in said property, or to his heirs, successors or assigns while they are the record owners thereof, and shall be evidenced by a promissory note which shall contain a recital indicating that it is secured by this Deed of Trust.

Second: Payment and/or performance of every obligation, covenant, promise and/or agreement of Trustor herein contained, including any sums paid or advanced by Beneficiary pursuant to the terms hereof.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove, demolish or substantially alter any building thereon, except as hereinafter provided; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, conditions and restrictions affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of any law, ordinance, regulation, condition or restriction; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To pay; at least 10 days before default or delinquency, all taxes and assessments affecting said property, or any part thereof; all taxes or assessments levied or to be levied in the State of Nevada on this deed of trust or on the note or notes or debt or interest secured hereby, or on Beneficiary by reason of its ownership of this Deed of Trust or the note or notes or debt secured hereby, or on account of interest derived therefrom; all assessments on appurtenant water stock; immediately and in full, all liens, encumbrances, charges and claims, with interest, on said property, or any part thereof, which now or hereafter appear to be prior or superior hereto; all costs, fees and expenses of this trust.

(3) To provide and constantly maintain insurance against loss or damage by fire and windstorm, and such other forms of insurance as may reasonably be required by Beneficiary from time to time while the indebtedness hereby secured remains unpaid, in such amount and in such company or companies as Beneficiary shall approve. The policies of such insurance shall be delivered to Beneficiary, with premiums thereon paid, and with loss payable clause satisfactory to Beneficiary attached thereto. Any amount received by Beneficiary under any such insurance policy may be applied by Beneficiary toward payment of any indebtedness and/or obligation secured hereby, in such order as Beneficiary may determine; or, said amount or any portion thereof may, at the option of Beneficiary, be used either toward payment of the cost of replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to Beneficiary, or be released to Trustor, in either of which events neither Trustee nor Beneficiary shall be obligated to see to the proper application thereof. The amount of any such insurance used toward payment of the cost of replacing or restoring improvements or released to Trustor shall not be deemed a payment of any indebtedness or obligation secured hereby. Any such application, use and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend at his own expense the interest of Beneficiary and/or Trustee in any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee, including but not limited to condemnation proceedings.

(5) Should Trustor fail to pay any of the obligations or to perform any of the agreements, covenants or conditions herein contained, Beneficiary or Trustee may, without notice to or demand upon and without releasing Trustor from any obligation hereunder, pay any of such obligations or perform or cause to be fulfilled any of such agreements, covenants or conditions, including but not limited to the following: pay or compromise any taxes, assessments, liens, encumbrances, charges or claims against the property hereby conveyed, or any part thereof; effect any insurance on the buildings or other improvements; cause the title to be searched or obtain title insurance; appear in, defend or settle any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee. In exercising any of the rights or powers herein granted, Beneficiary and/or Trustee may employ counsel, and incur and pay necessary costs and expenses, including the cost of any title search or title insurance, and counsel fees in a reasonable amount. All sums expended, paid or advanced by Beneficiary or Trustee, under the provisions of this Deed of Trust, shall be immediately repayable by Trustor upon demand, shall bear interest at the rate of 8% per annum until paid, and shall, with the interest thereon, be secured by this Deed of Trust.

(6) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation or agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, by agent or by a receiver to be appointed by a court, and

without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness and/or obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, or any part thereof, the collection of such rents, issues and profits or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(7) The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of said property are hereby assigned to Beneficiary as additional security for the payment of the debt hereby secured. Trustor may collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note or notes hereby secured. In case of any such default, Beneficiary is hereby granted the unconditional right and power, at its option, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the debt hereby secured, but Beneficiary shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits and shall not be responsible for failure to exercise the rights hereby granted.

(8) To pay promptly all instalments due others upon agreements of lease or conditional sale contracts of all fixtures, furnishings and equipment located on said property. Should Trustor fail to make any such payment, Beneficiary may, without demand or notice, pay or satisfy the same and the amount so expended shall bear interest at the rate of 8% per annum and shall be payable by Trustor to Beneficiary upon demand and shall, with the interest thereon, be secured by this instrument. All windmills, pumps, pumping plants and irrigation equipment used for the irrigation of said property, or for stock watering or domestic purposes thereon, all motors, engines and devices for the operation of said windmills, pumps, pumping plants and irrigation equipment, all refrigerator systems, fire prevention and extinguishing apparatus, all lighting, heating and ventilating fixtures and equipment, and all motors, engines, dynamos and boilers, now or hereafter installed in, on or about said property, irrespective of the manner of installation, are and/or immediately upon the installation thereof, shall become and be fixtures and a part of the realty and shall not be removed from said property without the written consent of Beneficiary.

(9) That if the property herein described, or any part thereof, is now or hereafter included in any irrigation, reclamation, drainage, conservation, road, or other district, now or subsequently organized, or should any district, now or subsequently organized, increase its bonded indebtedness so that in the opinion of Beneficiary the value of the property hereby conveyed becomes inadequate as security for the indebtedness hereby secured, Beneficiary being the sole and only judge of such inadequacy, then Beneficiary shall be entitled at its option to call upon Trustor either to reduce the unpaid balance of the indebtedness as required by Beneficiary, or to furnish additional security satisfactory to Beneficiary, and in the event that Trustor shall fail or refuse to meet any such requirement for sixty days after written notice so to do has been given Trustor by Beneficiary, Beneficiary may, at its option, and without further notice to or demand on Trustor, declare the note or notes hereby secured due and payable, and may proceed to have the property above described sold in accordance with the terms of this Deed of Trust.

(10) Trustor hereby grants, assigns, transfers and sets over unto Trustee, for the uses and purposes herein set forth, all right, title and interest in and to all leases, permits, allotments or licenses, and all renewals and extensions thereof, covering lands or privileges now or hereafter used in conjunction with the fee-owned property hereinabove described, including but not limited to the following:

together with all right, title and interest in and to all buildings, structures, fences, pumps, pumping equipment, pipes, pipelines, wells, tanks, dams, reservoirs and other improvements of every nature and description now or hereafter located on the lands covered by such leases, permits, allotments or licenses, and all water and water rights located thereon or appurtenant thereto. Trustor covenants that he is the lawful owner and holder of the leases, permits, allotments and/or licenses hereinabove specifically described and that the same are free from encumbrance and have not been assigned; that he will procure renewals or extensions thereof and of all other leases, permits, allotments or licenses now or hereafter held by Trustor as aforesaid, upon or prior to the respective expiration dates thereof and will execute any instrument deemed by Beneficiary necessary to effect an assignment or waiver of such renewals or extensions for its benefit hereunder; that he will pay all rents and other charges and do all acts and things necessary to preserve and keep in good standing all of said leases, permits, allotments or licenses and any renewals or extensions thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the exercise of the power of sale hereunder or the foreclosure of this deed of trust as a mortgage, as herein provided, he will waive all claims for preference in any such rights upon demand by the purchaser of the fee-owned property or any successor to such purchaser; that the lands covered by said leases, permits, allotments or licenses and renewals or extensions thereof, shall at all times be operated in conjunction with said fee-owned property and neither shall be transferred to any other person separately from the other; and, in case of failure of Trustor to pay any of the rents or other charges payable under the terms of any of said leases, permits, allotments or licenses, Trustor or Beneficiary may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of eight (8%) per cent per annum, shall be a part of the principal debt and shall be secured by this deed of trust and shall be a lien on the fee-owned property hereinabove described.

**It is Mutually Agreed That:**

(1) All moneys and awards payable as damages and/or compensation for the taking of, or damage to, all or any portion of the property hereby conveyed by reason of any condemnation, eminent domain, change of grade, or other proceeding, and all damages payable in connection with injury to said property, or any part thereof, are hereby assigned and shall be paid to Beneficiary; judgment therefor shall be entered in favor of Beneficiary, and such moneys, awards and damages received by Beneficiary may be applied toward payment of any indebtedness and/or obligation hereby secured in such order as Beneficiary may determine, or, at the option of Beneficiary, released to Trustor.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note or notes for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

(5) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise or agreement contained herein, or contained in any conveyance under which Trustor claims or derives title, then and at any time thereafter Beneficiary may, at its option, declare all sums secured hereby immediately due and payable, without demand or notice; and Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties wherein said property or any part thereof is situated, a notice of such breach or default and election to cause said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach or default, Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale of real property under execution, and without demand on Trustor, shall sell said property at the time and place of sale fixed in said notice of sale, either as a whole or in separate parcels, and in such order as Trustee may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice, Trustee may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser his deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale Trustee may act himself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of Trustee in an amount equal to one per cent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to five per cent (5%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report or insurance as to the title to said property, or any part thereof, subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by Trustor. Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

Beneficiary, from time to time before Trustee's sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demands for sale, and notices of default, and of election to cause to be sold said property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of said note or notes and/or this Deed of Trust, or any of the rights, obligations or remedies of the parties thereunder.

(6) Each married woman who joins in executing this Deed of Trust and any note or notes hereby secured, hereby agrees and expressly assents to the liability of her separate property for all of her debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein.

(7) Trustee and Beneficiary, and each of them, shall be entitled to enforce payment of any indebtedness or obligation and/or performance and observance of any agreement secured hereby, and to exercise all rights and powers under this Deed of Trust, or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they, or either of them, may in their uncontrolled discretion determine.

(8) Without affecting the liability of any other person liable for the payment, performance or observance of any obligation herein mentioned and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may from time to time, and without notice: Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed, at any time, at Beneficiary's option, any parcel or portion or all of the real property described herein, take or release any other additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto.

(9) Beneficiary is authorized by itself, its agents or workmen, to enter at any time upon any part of said property and the improvements situated thereon for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust.

(10) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner, holder, or pledgee of the note or notes secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(11) Beneficiary may from time to time by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of any Trustee named herein or acting hereunder, which instrument shall be executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the County where said property is situated, and such successor or successors or new Trustee shall have all the estate, powers and duties of said predecessor Trustee.

(12) Any deed, deed of appointment, conveyance, reconveyance or instrument appointing a new Trustee herein provided for may recite any facts relating to the execution of the trust or upon which the regularity, effectiveness or validity of any such instrument depends, and all such recitals shall be conclusive proof of the facts recited, and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid, shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the terms of this Deed of Trust.

(13) The trusts herein and hereby created are irrevocable by Trustor and the right to plead any statute of limitations or similar bar as a defense to any demand, claim or cause of action based upon or arising from each failure to pay any sum or to perform any obligation, the payment or performance of which is secured hereby, is hereby waived to the full extent and for the maximum period permitted by applicable law, which waiver as to each such failure shall be separate and distinct from any such waiver as to each other such failure.

(14) No delay or omission by Beneficiary in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things by it permitted to be done under the terms and provisions of this Deed of Trust and said note or notes, shall impair any such right or remedy, nor be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by Beneficiary.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

In Witness Whereof, Trustor has executed this instrument.  
Mailing address:

*John E. Munson*  
John E. Munson

*Freda F. Munson*  
Freda F. Munson

INDIVIDUAL ACKNOWLEDGMENT

State of California }  
County of Mendocino } S.S.

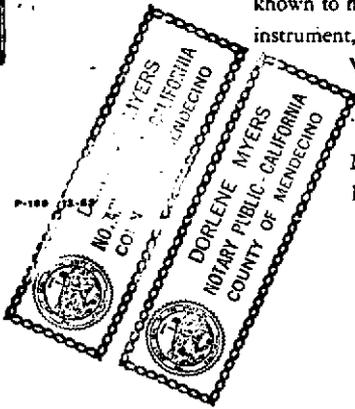
On this 6th day of November, 1964, before me,  
Dorlene Myers, a Notary Public in and for said Mendocino County,  
(SEAL) personally appeared John E. Munson and Freda F. Munson

known to me to be the persons whose names are subscribed to the within  
instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

*Dorlene Myers*

Notary Public in and for said Mendocino County and State  
My commission expires My Commission Expires July 29, 1967



*File No. 17790*  
FILED FOR RECORD  
AT REQUEST OF  
*Nevada Title Guaranty Co.*  
DEC 17 2 53 PM '64  
RECORDED BOOK 51 PAGE 524  
ESTHER M. SKELTON  
ELKO COUNTY RECORDER  
*Fee \$7.30*

INDEXED

STATE OF NEVADA }  
COUNTY OF } S.S.

On this day of , A.D. 19, personally appeared before me, a Notary  
Public in and for County, State of

known to me to be the of the corporation that executed the foregoing instrument, and upon  
oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said  
corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to  
said instrument were made by officers of said corporation as indicated after said signatures; and that said corporation  
executed said instrument 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 at my office in the said County  
of, the day and year in this certificate first above written.

Notary Public in and for the County of  
State of Nevada.

My Commission expires:  
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