

STATE OF NEVADA

88551

Federal Land Bank of Berkeley Deed of Trust

THIS DEED OF TRUST, made December 8, 1964 between

ORVIS STOCK, also known as Charles Orvis Stock, and

FRANCES R. STOCK, 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: TOWNSHIP 32 NORTH, RANGE 57 EAST, MOUNT DIABLO BASE AND MERIDIAN

Section 1: Lot 4; SW 1/4 NW 1/4
Section 2: Lots 1, 2, and 3; SE 1/4 NE 1/4

TOWNSHIP 33 NORTH, RANGE 57 EAST, MOUNT DIABLO BASE AND MERIDIAN

Section 35: S 1/2 NE 1/4; S 1/2
Section 36: NE 1/4 NW 1/4; W 1/2 NW 1/4

PARCEL 2: TOWNSHIP 33 NORTH, RANGE 57 EAST, MOUNT DIABLO BASE AND MERIDIAN

Section 26: S 1/2
Section 35: N 1/2 NE 1/4; NW 1/4

Containing 1415.66 acres, more or less.

Subject to existing rights of way.

TOGETHER WITH the following water rights as decreed to R. B. Stewart and as more fully described 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:

- a) Edwards Decree: for the irrigation of 435.40 acres of the above described land from Rabbit Creek through the Stewart Ditches.
b) Edwards Decree: for the irrigation of 360.80 acres of the above described land from Rabbit Creek through the Stewart Ditches.
c) Bartlett Decree: for the irrigation of 60 acres of the above described land from Rabbit Creek through the Stewart Ditches.

TOGETHER WITH all stock-water rights from whatever source used in the operation of this livestock unit.

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) \$75,000.00, with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its said office as follows: on December 1, 1965, and on December 1, 1966

all interest then accrued, and, every 12 months thereafter, principal in consecutive installments of \$2,678.58 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;

As additional security, Grantor assigns, without obligation on Beneficiary to effect collection, all damages, royalties, rentals, and other revenue from all present and future oil, gas, and mineral leases, and rights affecting said premises, and all money payable to Grantor in the event of cancellation of any grazing leases, permits, or licenses, used with said land; and pledges

Upon Grantor's default or breach, all stock and contracts then pledged may be sold with the land, at public or private sale, without demand for performance and without notice of such sale to Grantor or any person;

Assump. Agree. Bk. 75-661 of Record for Volume Bk. 530/570 County of Elko, Nevada, Bk. 75/770 Subd. of Tracto. Bk. 108/102

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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. 8: 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 Waysack, Elko, Nevada

*Orvis Stock*  
 \_\_\_\_\_  
 Orvis Stock

Waysack, Elko, Nevada

*Frances R. Stock*  
 \_\_\_\_\_  
 Frances R. Stock

STATE OF NEVADA  
 COUNTY OF Elko ) ss.

On this 17th day of December, in the year 1964, before me, Etta Taber  
 a notary public in and for said county and State, personally appeared ORVIS STOCK and  
FRANCES R. STOCK

known to me to be the person... described in and who executed the foregoing instrument, who acknowledged to me that...  
 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*  
 \_\_\_\_\_  
 Notary Public in and for Elko  
 County, State of Nevada.

My commission will expire:  
10-15-65

*File No. 17801*  
 FILED FOR RECORD  
 AT REQUEST OF  
*Pioneer Title Ins. Co.*  
 Dec 18 10 43 AM '64  
 RECORDED BOOK 51 PAGE 549  
 ESTHER N. SKELTON  
 ELKO COUNTY RECORDER

INDEXED

SPACE BELOW FOR RECORDERS USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

When recorded please return to  
 THE FEDERAL LAND BANK OF BERKELEY  
 Berkeley 1, California

*Fee \$2.30*

17801

BOOK 51 PAGE 550

Return to: Fed. Land Bank of Berkeley, P.O. Box 525, Berkeley

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