WHEN RECORDED RETURN TO:
McDougal Livestock Co.
Rt. 1 Box 94
Lovelock, NV 89419
Escrow No. 60706 TEM

183877

BOOK 251 PAGE 236

RECEIVED
DEC 05 1990
Ann'd.....

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST entered into this 12th day of _____, 1990, by and between STUART ARTHUR HARRINGTON and MARTHA SUE HARRINGTON, husband and wife,** hereinafter called the "Trustors", WESTERN TITLE COMPANY, INC., a Nevada corporation, hereinafter called the "Trustee", and McDOUGAL LIVESTOCK COMPANY, a California corporation, hereinafter called the "Beneficiary",
***also known as Stuart A. Harrington and Martha S. Harrington husband and wife

W I T N E S S E T H:

That Trustors hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with power of sale, all that certain property situate in the County of Pershing, State of Nevada, more particularly described in Exhibit "A" attached hereto and made a part hereof as if set out in full herein.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustors now have or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of TWENTY-SIX THOUSAND and no/100's DOLLARS ($26,000.00) as follows:

> $26,000.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustors and delivered to Beneficiary, and payable to its order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to the Trustors when evidenced by a Promissory Note or notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the

Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustors promise and agree to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (12%); 5; 6; 7 (10%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Second Deed of Trust.

THIRD: The Trustors will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The Policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, the Trustors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Trustors. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustors and the Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

FOURTH: Trustors agree that they will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustors to the Beneficiary and shall be paid

forthwith to the Beneficiary to be applied by it on account of the last maturing installments of such indebtedness.

SIXTH: Trustors will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustors to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

SEVENTH: Trustors hereby assign to the Trustee all rents, income, maintenance fees and other benefits to which Trustors may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustors so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustors to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustors, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustors without discharging the Trustors from liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustors and accepted by Beneficiary with the understanding and upon the express condition that if Trustors should make default in the performance to Beneficiary of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustors.

THIRTEENTH: The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address set forth beneath their signatures hereto, which address is hereby declared to be a part of this Second Deed of Trust.

FOURTEENTH: This Second Deed of Trust is subject to a First Deed of Trust in favor of WESTERN FARM CREDIT BANK, recorded November 26, 1990, as Document No. 183876, Official Records of ~~Washoe~~ Pershing County, Nevada.

IN WITNESS WHEREOF, the Trustors have caused this Second Deed of Trust to be executed the day and year first above written.

Stuart C. Harrington
STUART ARTHUR HARRINGTON

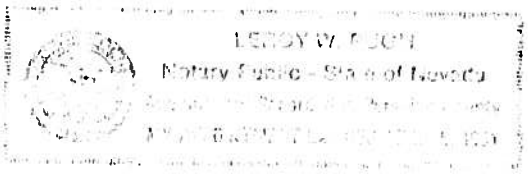
Martha Sue Harrington
MARTHA SUE HARRINGTON

Address: Rt 1 Box 96A
Lovelock NV 89419

STATE OF NEVADA)
: ss.
COUNTY OF PERSHING)

On this 12th day of October, 1990, personally appeared before me, a Notary Public, STUART ARTHUR HARRINGTON and MARTHA SUE HARRINGTON, husband and wife, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the foregoing instrument.

Notary Public



WTC/607068.TM/dgo
WP51

EXHIBIT "A"

All that certain real property situate, lying and being in the County of Pershing, State of Nevada and more particularly described as follows:

Parcel "B" of that certain Division Into Large Parcels Map for MCDOUGAL LIVESTOCK lying within Section 16, Township 27 North, Range 31 East, M.D.B. & M., recorded in the Office of the Pershing County Recorder on November 8, 1990, under file No. 183781, Pershing County, Nevada.

OFFICIAL RECORDS
PERSHING CO. NEVADA
RECORD REQUESTED BY
WESTERN TITLE
90 NOV 26 P2:52
ROLL 251 PAGE 236
JOHN LACA
COUNTY RECORDER
DEP. FILE NO. 183877
10.00
INDEXED