RECORDING REQUESTED BY

FEATHER RIVER STATE BANK
1221 BRIDGE STREET
YUBA CITY, CA 95991

WHEN RECORDED MAIL TO

FEATHER RIVER STATE BANK
1221 BRIDGE STREET
YUBA CITY, CA 95991

DEED OF TRUST

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. F0018S3

THIS DEED OF TRUST, made this 30th day of July A.D., 1991, between **MILLER AND WOOD RANCH COMPANY, A California General Partnership** herein called Trustor, whose address is 25366 W. Dorris, Coalinga, CA 93210, FIRST AMERICAN TITLE COMPANY OF NEVADA, A Nevada Corporation, herein called Trustee, and FEATHER RIVER STATE BANK, a corporation organized and existing under the laws of the State of California, having its principal office at 1221 Bridge Street, Yuba City, CA 95991, herein called Beneficiary,

WITNESSETH:

That Trustor hereby Grants, Transfers and Assigns to Trustee, its Successors and Assigns, in Trust, with Power of Sale, that property in the unincorporated area, County of Elko, Nevada, described as:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges, and appurtenances thereunto belonging, or in anywise appertaining (all as part of the premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, damages, royalties, revenue and benefits therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements, fixtures and equipment (whether or not annexed thereto) now or hereafter used in connection therewith; (iii)

water and water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) in or hereafter relating to or used in connection with said property; (iv) all shares of stock evidencing any such water right; and (v) all fixtures and equipment (whether or not annexed thereto) now or hereafter used for the production or distribution of water thereon or for the irrigation or drainage thereof.

For the Purpose of Securing:

ONE: Payment of the indebtedness evidenced by a promissory note (and any renewals or extensions or modifications thereof), of even date herewith, in the principal sum of One million one hundred thousand and no/100 Dollars ($ 1,100,000.00), the final payment which is due in accordance with the note executed by Trustor and delivered to Beneficiary, together with the interest thereon and late charges as provided by said note which is made a part hereof by reference.

TWO: Payment of further advances, and interest thereon, which may be made by Beneficiary as provided by paragraph 19 hereof.

THREE: Payment of all other moneys herein agreed or provided to be paid by Trustor.

FOUR: Performance of each agreement of Trustor herein contained or incorporated herein by reference.

TRUSTOR AGREES:

1. To pay: (a) before delinquent, all taxes and assessments of every type or nature affecting said premises, all rents or charges for water and all assessments on any water stock: (b) all other charges and encumbrances which now are or shall hereafter be or appear to be a lien prior to the lien of this Deed of Trust: (c) all taxes upon this Deed of Trust or the interest of Beneficiary herein, or upon the note or debt secured hereby; provided, however, that the total amount so paid for any such taxes pursuant to this sub-paragraph (c) together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Nevada . In the event of the enactment of any law imposing payment of all or any of the taxes aforesaid upon Beneficiary, or upon the rendering by any court of a decision that the undertaking by Trustor, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of Beneficiary, become immediately due and collectible, notwithstanding anything contained herein or any law heretofore enacted or hereafter enacted.

2. To keep the premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as required ~~Beneficiary in its discretion may require~~. The policy or policies of such insurance shall be in the form in the application rider general use from time to time in the locality in which the premises are situated, shall be in such amount as Beneficiary may reasonably require but in no event for less than the indebtedness from time to time secured hereby, shall be issued by a company or companies approved by Beneficiary, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary. Whenever, required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, such policies shall be delivered immediately to and held by Beneficiary. Any and all amounts received by Beneficiary under any of such policies shall be released to Trustor to be applied toward the reconstruction or repair of improvements on the premises, or for any other purpose approved by Beneficiary, but Beneficiary shall be under no obligation to see to the proper application of any amounts so released to Trustor, provided, however, Beneficiary may apply all or any part of such amounts on the indebtedness secured hereby in the event (i) a default exists under this Deed of Trust or any collateral loan documents or (ii) there has been an impairment of Beneficiary's security which cannot be cured by release of the funds. Neither the application nor the release of any such amounts shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice. Upon foreclosure hereof or other acquisition of the premises or any part thereof by Beneficiary, such policies shall become the absolute property of Beneficiary.

3. To keep the premises in good condition and repair, and not to commit or permit waste thereof; if farm land, to farm, cultivate, care for, and irrigate in a proper manner; not to remove or demolish, nor alter or impair the design or structural character of, any building, fixture, equipment, fence,

canal, well, or other improvement now or hereafter situated upon said premises, nor remove, replace, graft, bud or otherwise alter any horticultural or vitacultural tree, vine or shrub planted upon the premises for a commercial purpose, without the written consent of Beneficiary.

4. That if, during the existence of these trusts, there be commenced or pending any action or proceeding affecting said premises, or the title thereto, or if any adverse claim for or against the said premises be made, Trustee or Beneficiary, or both, may appear in said action or proceeding and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them may deem to be necessary.

5. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises, and not to suffer or permit any act to be done in or upon said premises in violation thereof.

6. That, if Trustor fails to do so, Beneficiary, without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay expenses in connection therewith.

7. To pay to Trustee and Beneficiary, respectively, immediately and without demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate in accordance with the note.

8. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may deliver a written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary 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. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate in accordance with the note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. That all of the rents, issues and profits of said premises are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by its agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above premises or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter. Trustor further agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said premises and used by Trustor in the rental or leasing of said premises of any part thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said premises, or any part or all of such moneys may be released by Beneficiary at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Beneficiary, and counsel fees and costs and disbursement) incurred in taking possession and effecting such collection or attempting to take possession and effect collection, shall be deemed a portion of the

expense of this trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the said property nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

10. That all judgments, awards of damages and settlements, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said premises or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary shall release to Trustor or apply against the indebtedness secured hereby all or any part of such sums, all as above provided in paragraph 2 above regarding insurance loss proceeds. Neither the application nor the release of any such sums shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

11. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time either before or after the maturity of said note, and without notice or consent:

a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

c. Exercise or refrain from exercising or waive any right Beneficiary may have.

d. Accept additional security of any kind.

e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

12. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach of default or any right or power, whether exercised hereunder or contained herein, or in any such other security.

13. Without the written consent of Beneficiary, no security interest will be created or suffered to be created under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the premises.

14. That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.

15. That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment, shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above described land is situated.

16. That the trusts herein created are irrevocable.

17. That any stock in a water, irrigation or oil storage company assigned to Beneficiary in connection with this transaction may be registered in the name of Trustee or Beneficiary as Pledgee, and held by either as Beneficiary may determine. Whether or not said stock be appurtenant to the above described land or any part thereof, and regardless of how said stock is registered or held, Trustor and Beneficiary agree that if default be made in the

performance of any obligation secured hereby, Trustee may sell said stock or any part thereof and any other shares of stock subject to this Deed of Trust, together with and at the time of any Trustee's sale of the above described land or any part thereof. With respect to such sale of said stock Trustor hereby waives compliance with any and all statutory requirements concerning the sale of pledged property, and agrees that the provisions of law and of this Deed of Trust governing the manner, notice and conditions of a Trustee's sale of said land shall apply to such sale of said stock by Trustee.

18. That Trustor hereby assigns and transfers as additional security to Beneficiary all damages, royalties and revenue of every kind, nature and description whatsoever that Trustor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the premises above described, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

19. That upon the request of Trustor or his successors in ownership of the land, Beneficiary may hereafter, at its option, at any time before full payment of the indebtedness secured hereby, make further advances to Trustor or said successors in ownership, and the same, with interest and late charges shall be secured by this Deed of Trust; provided, however, that the amount of principal secured by this Deed of Trust and remaining unpaid, shall not at the time and including any such advance or advances exceed the original principal sum secured hereby; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, Trustor or said successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before the maturity of the indebtedness secured hereby and bearing such other terms as Beneficiary shall require.

20. That default in the terms of any other instrument securing the debt secured hereby shall constitute a default in this Deed of Trust.

21. That the pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived, to the full extent permissible by law.

22. That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

23. Trustor agrees to pay Beneficiary's charge, to the maximum amount permitted by law, for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or in his behalf.

24. In the event the Trustor, without the prior written consent of Beneficiary shall sell, convey, alienate, mortgage or encumber the Mortgaged Premises or any part thereof, or any interest therein or shall be divested of its title or any interest therein in any manner or way, whether voluntary or involuntary, (or in the event of any merger, consolidation or dissolution affecting the Trustor or a transfer of a majority interest in the Trustor or a transfer of a majority interest in any general partner of any Trustor which is a joint venture or general or limited partnership) the entire balance of the indebtedness shall become immediately due and payable at the option of Beneficiary. This provision shall not apply to transfers of title or interest under any will or testament or applicable law of descent.

~~25. Trustor agrees that if, during the existence of this Deed of Trust~~, the Trustor or any subsequent owner or owners of the property ~~affected~~ by this Deed of Trust or any part thereof or any interest therein ~~is denied~~ or estopped from receiving irrigation water for use upon ~~said~~ property or any part thereof, because of the ownership of lands ~~in excess~~ of any limitation specified in the Reclamation Act of June ~~17, 1902~~, the Omnibus Adjustment Act of May 25, 1926, or The Reclamation ~~Reform~~ Act of 1982, or any act supplementary thereto or amendatory ~~thereof~~, or any excess land provision of any other law, ~~or, if forfeiture proceedings be commenced because of the ownership of land in~~ excess of ~~any~~ such limitation, or if existing water permits or certificates shall ~~be~~ otherwise revoked or suspended, the Beneficiary may at its option ~~declare the whole indebtedness secured hereby immediately due and payable~~.

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26. Trustor hereby waives its rights, if any, to require that the Mortgaged Premises be sold as separate tracts or units in the event of foreclosure.

27. Trustor shall constantly maintain and shall not diminish in any respect nor materially alter the Mortgaged Premises including the irrigation system, canals and the permanent plantings. ~~Trustor shall plant, cultivate~~

~~as maintain all buildings and crop handling facilities in a prudent, business-like manner~~.

28. Notwithstanding anything to the contrary contained herein, all sums advanced or paid by Beneficiary to or for the account of Trustor as herein provided shall bear interest at the rate of eighteen percent (18%) per annum from the date so advanced or paid until repaid to Beneficiary.

29. In the event a suit or action is commenced to foreclose the Deed of Trust, Beneficiary shall be entitled to have a receiver appointed to collect the rents and profits arising out of the Mortgaged Premises as a matter of right and without regard to the sufficiency of the security or the danger of loss, removal, or material injury to the Mortgaged Premises; and that Trustor expressly consents to the appointment of such a receiver by any court of competent jurisdiction and covenants and agrees that the receiver may remain in possession and control of the Mortgaged Premises during the pendency of such foreclosure or until payment of the indebtedness secured by the Deed of Trust.

30. Trustor shall not enter contracts to supply water to third persons or other properties without the prior written consent of Beneficiary. No such contract shall subject Trustor or any successor in interest to regulation and governance by a public body or as a public utility or water company.

31. Trustor will at all times comply and will cause all tenants/occupants of the Mortgaged Premises to comply with all present and future laws, statutes, regulations, ordinances and requirements of any governmental body relevant to the Mortgaged Premises and Trustor's ownership and operation of the Mortgaged Premises, including without limitation all laws, statutes, ordinances and regulations, whether federal, state or local, regarding the use, discharge, generation, storage, application, handling, mixing, preparation, treatment, transportation or disposal of all insecticides, pesticides, herbicides and other toxic, hazardous or dangerous chemicals, substances and materials, or the containers in which they are shipped, handled or stored, on or about the Mortgaged Premises. Any breach of this provision by Trustor will be deemed a default under the Deed of Trust and Beneficiary will be entitled to exercise all rights granted by the Deed of Trust in the event of a default by Trustor or otherwise available at law or in equity including, without limit, the foreclosure of its lien on all or some of the Mortgaged Premises, expressly reserving the right to exclude from such foreclosure any portions thereof which are, have or may become contaminated by or with toxic/hazardous materials or substances.

Upon request of Beneficiary, Trustor shall periodically perform, and provide Beneficiary with the result of environmental inspection or audits. If at any time, levels of contamination exceed any relevant standard established by applicable laws and regulations, Trustor shall promptly correct the problem. Trustor shall promptly provide Beneficiary with copies of all notices received from any federal, state or local governmental agency with regard to the possible or actual violation of a statute that would be a violation of this condition.

Trustor will not license, authorize, permit, agree or consent to the dumping or disposal on the property of any products, materials, chemicals, substances or by-products, of any nature whatsoever, by any third-party during the term of the Deed of Trust.

Beneficiary will have the right during the term of the Deed of Trust to enter the Mortgaged Premises for purpose of inspection thereof to enforce compliance with this condition and any other term or condition of the loan. Trustor hereby grants Beneficiary, its agents and Employees an irrevocable and non-exclusive license to enter upon the Mortgaged Premises, at Beneficiary's sole option, to conduct testing and to remove or arrange for the removal of hazardous/toxic wastes or substances and the costs of testing and removal shall immediately become due to Beneficiary and shall be secured by this Deed of Trust. Nothing contained herein shall be construed as requiring Beneficiary to conduct tests or undertake removal of hazardous/toxic waste or substances from the Mortgaged Premises. Similarly, if Beneficiary shall begin testing or removal activities upon the Mortgaged Premises, nothing contained herein shall be construed as requiring Beneficiary to complete any such activities once the same are begun. Rather, Beneficiary shall have the absolute right to cease and terminate any testing or removal activities on the Mortgaged Premises, at any time and at its sole election, without any duty, responsibility or liability for completion of the same.

Trustor will indemnify and hold Beneficiary harmless from and against any or all loss, cost, damage, expense or liability it may suffer (including without limitation attorney's fees and costs incurred in the investigation, defense

and settlement of claims) as a result of a breach of this provision by Trustor, any agent or employee of Trustor or any predecessor or successor in interest with respect to the Mortgaged Premises.

32. Trustor hereby grants to Beneficiary, its officers and employees and Beneficiary's successors and assigns, the right to inspect and copy any and all records, reports, applications, forms and correspondence in the office of the United States of America, Department of Agriculture, Agricultural Stabilization & Conservation Service (ASCS) which relate to Trustor or the Mortgaged Premises.

33. Trustor shall not install or permit to be installed in the Mortgaged Premises, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. With respect to any such material currently present in the Mortgaged Premises, Trustor shall promptly comply with such federal, state or local laws, rules, regulations or orders, at Trustor's expense. If Trustor shall fail to so comply, Beneficiary may declare this Deed of Trust to be in default. Trustor shall indemnify Beneficiary and hold Beneficiary harmless from and against all loss, cost, damage and expense (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) that Beneficiary may incur as a result of or in connection with the assertion against Beneficiary of any claim relating to the presence or removal of any asbestos substance referred to in this paragraph, or compliance with any federal, state or local laws, rules, regulations or orders relating thereto.

34. Trustor represents and warrants that neither the Note nor the exercise of Beneficiary's rights under the Note and Deed of Trust constitute a nonexempt (under class exemption(s)) prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA"). In addition, Trustor represents and warrants to Beneficiary that neither it nor any of its partners or stockholders, as the case may be, will engage in any transaction which would cause the Note and Deed of Trust (or the exercise by Beneficiary of any of its rights under the Note and Deed of Trust) to be a nonexempt (under a class exemption(s)) prohibited transaction under ERISA. To that end, at least thirty (30) days prior to engaging in any such transaction, Trustor covenants and agrees to provide Beneficiary with a written certification, supported by such evidence as Beneficiary may request, that evidences any such transaction will not constitute such a nonexempt prohibited transaction. If Beneficiary gives Trustor written notice, at least five (5) days prior to the date for consummation of the proposed transaction, that Beneficiary believes such transaction would constitute such a nonexempt prohibited transaction, then Trustor covenants and agrees that neither it nor any of its partners or stock holders, as the case may be, will engage in such transaction unless and until it obtains, at its expense, an individual ERISA exemption permitting such transaction (and the exercise by Beneficiary of any of its rights under the Note and Deed of Trust) in form and substance satisfactory to Beneficiary in Beneficiary's sole and absolute discretion. In addition, Trustor represents and warrants that it currently complies, and will continue to comply, with ERISA and the provisions of any such class exemption(s). The (i) failure of any such representation or warranty to be true and correct in all respects, (ii) failure to timely provide Beneficiary with the written certification and evidence referred to above or (iii) consummation of a transaction which would constitute such a nonexempt prohibited transaction shall constitute a material default under this Deed of Trust entitling Beneficiary to exercise any and all remedies to which it may be entitled under the Note and Deed of Trust. Trustor shall indemnify Beneficiary and defend and hold Beneficiary harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims and in obtaining any individual ERISA exemption that may be required, in Beneficiary's sole and absolute discretion) that Beneficiary may incur, directly or indirectly, as a result of any such material default.

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 to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the premises then held by Trustee. The Grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the

parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the note secured hereby, whether or not named as Beneficiary herein.

Trustor hereby requests that a copy of Notice of Default and of any Notice of Sale hereunder be mailed to him at his addresses hereinbefore set forth.

MILLER AND WOOD RANCH COMPANY
A California General Partnership

By: David E Wood
David E. Wood, Partner

By: Kenneth D. Miller
Kenneth D. Miller, Partner

STATE OF CALIFORNIA
COUNTY OF Fresno } ss.

On this 5th day of August, in the year 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared David E Wood & Kenneth D Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of the General Partnership named therein, and acknowledged to me that the General Partnership executed it.

OFFICIAL SEAL
PATSY R. BARBER
NOTARY PUBLIC-CALIFORNIA
FRESNO COUNTY
My Commission Expires Oct. 30, 1992

WITNESS my hand and official seal.

Patsy R Barber
Notary Public in and for said State.

ACKNOWLEDGMENT—General or Limited Partnership—Wolcotts Form 236CA—Rev. 5-82
1982 WOLCOTTS, INC

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Elko, State of Nevada more particularly described as follows:

PARCEL 1

TOWNSHIP 37 NORTH, RANGE 57 EAST, MDB&M

Section 1: Lots 2, 3 and 4; S1/2NW1/4; SW1/4
Section 2: SE1/4NE1/4; E1/2SE1/4
Section 11: NE1/4; S1/2
Section 12: W1/2NW1/4; NW1/4SW1/4
Section 14: W1/2E1/2; W1/2
Section 15: E1/2SE1/4
Section 22: E1/2E1/2
Section 23: W1/2
Section 26: W1/2
Section 27: NE1/4NE1/4; S1/2NE1/4; SE1/4
Section 34: E1/2W1/2; E1/2
Section 35: W1/2W1/2

TOWNSHIP 38 NORTH, RANGE 57 EAST, MDB&M

Section 1: E1/2; NE1/4SW1/4; SW1/4SW1/4; SW1/4NW1/4; Lot 4 (NW1/4NW1/4)
Section 3: All
Section 11: All
Section 13: NW1/4NW1/4; S1/2NW1/4; N1/2NE1/4; SE1/4NE1/4; S1/2
Section 23: All
Section 24: E1/2E1/2
Section 25: All
Section 35: All
Section 36: All

TOWNSHIP 38 NORTH, RANGE 58 EAST, MDB&M

Section 5: All
Section 7: All
Section 17: All
Section 19: Lots 1, 2, 3 and 4 (W1/2W1/2); E1/2W1/2; E1/2
Section 21: All
Section 29: All
Section 30: Lots 1, 2, 3 and 4 (W1/2W1/2)

PARCEL 2

TOWNSHIP 37 NORTH, RANGE 57 EAST, MDB&M

Section 11: NW1/4
Section 15: W1/2SE1/4; NE1/4
Section 27: NW1/4NE1/4

CONTINUED

CERTIFICATION OF COPY

STATE OF NEVADA)
COUNTY OF ELKO) SS.

I, JERRY D. REYNOLDS, the duly elected and qualified Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the instrument now on record in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, in Elko, Nevada this

11th day of September A.D. 19 91

JERRY D. REYNOLDS, COUNTY RECORDER

By [signature]

(SEAL)

FEE $15.00 FILE # 310523
FILED FOR RECORD
AT REQUEST OF
First American Title Co. Of Nev.
'91 SEP 11 P1:42

RECORDED BK 762 PG 108
JERRY D. REYNOLDS
ELKO CO. RECORDER

310523

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