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STATE OF NEVADA

Loan No. 235180-3

Federal Land Bank of Sacramento Deed of Trust

CANCELLED INTERMOUNTAIN FLCA

THIS DEED OF TRUST, made January 13, 1982 between

ROBERT R. HUMPHREY and ELIZABETH R. HUMPHREY, his wife;

herein called Grantor, the FEDERAL LAND BANK OF SACRAMENTO, a corporation Trustee, and the FEDERAL LAND BANK OF SACRAMENTO, a corporation, Sacramento, California, Beneficiary;

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

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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) $ 25,000.00 with interest as prescribed in Grantor's promissory note of even date herewith, payable to Beneficiary at its office in Sacramento, California; (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 renewals, reamortizations and extensions of the indebtedness evidenced by said note(s) secured hereby; (e) all money advanced to any receiver of the premises described herein; (f) all other money that may be advanced under provisions hereinafter recited in this deed of trust.

The promissory note(s) evidencing the indebtedness secured by this deed of trust contains a provision whereby the rates of interest on the unmatured principal portion of the indebtedness and on items in default are subject to change whenever the new loan interest rate of the Beneficiary is either increased or decreased.

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;

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) Release from personal liability shall not affect the personal liability of any person not specifically released;

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(4) All condemnation awards and damages shall be paid to the Beneficiary to be applied on the indebtedness secured hereby.

(5) Grantor will comply with the Farm Credit Act of 1971 and Federal Reclamation Act, and will care for the security in a farmer like manner at Grantor's expense.

(6) Upon Grantor's default or breach Beneficiary may take possession of and preserve with all rights of mortgagee in possession or have a receiver appointed and may at its option accelerate the maturity of the indebtedness.

(7) This instrument is given and accepted upon the express premises that in the event the herein described property or any part thereof or any interest therein is sold, agreed to be sold, conveyed or alienated by the Grantor or by operation of law or otherwise except by inheritance, all obligations secured by this instrument irrespective of the maturity dates expressed herein at the option of the holder hereof and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise the option in the event of subsequent sale, agreement to sell, conveyance or alienation. Subsequent acceptance of any payment hereunder by Beneficiary shall not be deemed a waiver of any default by Grantor or any sale, agreement to sell, conveyance or alienation, regardless of Beneficiary's knowledge of such default, sale, agreement to sell, conveyance or alienation at the time of acceptance of such payment.

The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 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, 1957" are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, warrants and rights pledged herein. Covenant No. 2, in the amount required by Beneficiary, and the amount collected under any fire or other insurance policy, may be applied by Beneficiary upon any indebtedness secured hereby, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Covenant No. 3 shall include bankruptcy proceedings. Covenant No. 4: Money so expended plus interest accrued thereon shall be secured hereby, the rate of interest being subject to change in accordance with Beneficiary's variable interest rate plan. Covenant No. 5: Trustee may make full or partial reconveyances to "the person or persons legally entitled thereto." All recitals therein shall be conclusive. Covenant No. 6: Attorney may represent Trustee at sale and security may be sold in one parcel. Covenant No. 7: 2%, $100 minimum. Covenant No. 9: Conveyance to new trustees shall not be necessary, and said resolution may refer in general terms to all deeds of trust held by Beneficiary, which shall include this deed of trust, and, upon recordation, shall be conclusive proof of proper change.

Executed the date first hereinabove written.

Address P.O. Box 49

Paradise Valley, Nevada 89426

Robert R. Humphrey

Elizabeth R. Humphrey

On the [illegible] day of [illegible] 19[illegible], [illegible] secured by [illegible] 1971 and [illegible] of the [illegible] Association

APR 26 [illegible]
Date

STATE OF NEVADA
COUNTY OF HUMBOLDT } ss.

On this 21st day of January in the year 19 82 before me, CAROL C. JOHNS a notary public in and for said county and State, personally appeared ROBERT R. HUMPHREY and ELIZABETH R. HUMPHREY

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

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

(SEAL)

CAROL C. JOHNS
Notary Public
Humboldt Co. Nevada
My Appointment Expires
April 4, 1983

Notary Public in and for HUMBOLDT County, State of Nevada

My commission will expire: 4/4/83

SPACE BELOW FOR RECORDER'S USE ONLY

THIS SPACE FOR LAND BANK USE ONLY

When recorded please return to
FEDERAL LAND BANK OF SACRAMENTO
P.O. Box 13106
Sacramento, California 95813

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EXHIBIT "A"

CANCELLED

TOWNSHIP 42 NORTH, RANGE 40 EAST, M.D.B. &M.

SECTION 28: S 1/2 SE 1/4 NE 1/4;
S 1/2 N 1/2 SE 1/4 NE 1/4

Containing 30 acres, more or less.

TOGETHER WITH the right to divert 58.68 acre feet of water from Martin Creek through the Garden Ditch for the irrigation of 16.3 acres of the above described land, as allotted to Wm. Stock Farming Co. in Proof No. 0676 in the Decree of the District Court of the Sixth Judicial District of the State of Nevada in and for the County of Humboldt, Action No. 3157, entitled "In The Matter Of The Determination Of The Relative Rights In And To The Waters Of The Little Humboldt River And Its Tributaries In Humboldt And Elko Counties".

CHARTER TITLE

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1977 are hereby adopted and made a part of this deed of trust. Covenant No. 1 shall also apply to stock, contracts and rights acquired

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