

DEED OF TRUST

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4 THIS DEED OF TRUST, made and entered into this 10th day of
5 May, 1978, by and between NEVADA STAR FEED AND FARMING, INC.,
6 A Nevada Corporation, hereinafter called "Grantor," and FIRST
7 NATIONAL BANK OF NEVADA, EUREKA BRANCH, Eureka, Nevada, "Trustee"
8 and EDWIN C. BISHOP and LETA B. BISHOP, his wife, as joint
9 tenants with right of survivorship, of Eureka, Nevada, hereinafter
10 after called "Beneficiaries,"

11 WHEREAS, the Grantor is indebted to the Beneficiaries in
12 the sum of ONE HUNDRED SEVENTY TWO THOUSAND, SEVEN HUNDRED
13 EIGHTY (\$172,780.00) dollars, lawful money of the United States
14 of America, and has agreed to pay the same according to the
15 tenor and terms of a certain Promissory Note bearing even date
16 and made, executed and delivered by the Grantor to the said
17 Beneficiaries, a copy of which Note is attached hereto as
18 Exhibit A and made a part hereof.

19 NOW, THEREFORE, the said Grantor, for the purpose of
20 securing the payment of the said Promissory Note, and the
21 principal and interest, and all other amounts set forth, or
22 therein provided to be paid, and also the payment of all other
23 moneys herein agreed or provided to be paid by the said Grantor,
24 if such payments are made under the provisions of this instru-
25 ment, with the interest in each case, hereby grants, bargains,
26 sells, conveys and confirms unto the said Trustee all the
27 right, title, estate, interest, homestead or other claim or
28 demand, as well in law as in equity, which the said Grantor now
29 has or may hereafter acquire of, in or to the property,
30 improvements and appurtenances, situate in the County of Eureka

1 State of Nevada, and more particularly described as follows:

2 TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

3 SECTION 21: Lots 3,4,5,6, 12,13,14 and 15
4 Containing 328.23 acres, more or less.

5 SECTION 28: Lots 1,2,3,4,5,6,7 and 11.
6 Containing 321.51 acres, more or less.

7 TOGETHER with all water, water rights and rights
8 of Nevada water permits Nos. 19218, 20376, 21561, 23711,
9 23738, 23739 and 24378, and all dams, ditches, canals, and other
10 means or devices used for the diversion or use of water
11 appurtenant to the said property or any part thereof.

12 TOGETHER with with all mineral rights, oil or
13 gas owned by Grantor herein lying on, in or over the above
14 described real property.

15 TOGETHER with all existing easements and rights
16 of way benefiting the above-described real property including,
17 but not limited to, all easements and rights of way for ingress
18 and egress to said property.

19 TOGETHER with the tenements, hereditaments and
20 appurtenances thereunto belonging or in anywise appertaining,
21 the reversion, and reversions, remainder and remainders, rents,
22 issues and profits thereof.

23 TO HAVE AND TO HOLD, the said premises, together with the
24 appurtenances, unto the said Trustee and to its successors and
25 assigns for the uses and purposes herein mentioned.

26 The following covenants of NRS 107.030 are hereby adopted
27 and made a part of this Deed of Trust: Nos. 1; 2 (\$none), 3;
28 4 (8 1/2%); 5; 6; 7 (reasonable); 8; and 9.

29 Said Grantor, in consideration of the premises, hereby
30 covenants and agrees that neither the acceptance nor existence,
now or hereafter, or other security for the indebtedness secured
hereby, or the release thereof, shall operate as a waiver of the
security of this Deed of Trust, nor shall this Deed of Trust
nor its satisfaction nor a reconveyance made thereunder operate
as a waiver of any such other security now held or hereafter
acquired.

1 This Deed of Trust shall inure to the benefit of and be
2 binding upon the Grantor as indicated in the first paragraph
3 of this Deed of Trust, and its respective successors and assigns,
4 and the Beneficiaries, as indicated in the first paragraph of this
5 Deed of Trust, and their respective heirs, executors, admini-
6 strators and assigns accordingly.

7 The Grantor covenants and agrees to properly care for,
8 protect and keep the property and any improvements thereon in at
9 last the state and condition of repair it is on the date of the
10 execution of this Deed of Trust,

11 IN WITNESS WHEREOF, THE Grantor has executed these presents
12 the day and year first above written.

13
14 NEVADA STAR FEED AND FARMING, INC.,
15 A Nevada Corporation.
16 *Nevada Star Feed Farming, Inc.*
17 By: *By: Fred J. Jones*

17 STATE OF NEVADA)
18 County of Eureka) ss

19 On _____, 1978, personally appeared before
20 me, _____ of Nevada Star Feed and
21 Farming, Inc., a Nevada Corporation, who acknowledged to me
22 he executed the above instrument.

23
24 _____
25 Notary Public.

26 VALAIRE CHRISTIANSEN
27 Notary Public - State of Nevada
28 Eureka County
29 My Commission expires Feb. 3, 1982

1 EXHIBIT "A"
2 PROMISSORY NOTE

3
4 \$172,780.00

5
6 May 10, 1978

7 FOR VALUE RECEIVED, NEVADA STAR FEED AND FARMING, INC.,
8 A Nevada Corporation, acting by and through _____,
9 the undersigned, promise to pay to EDWIN C. BISHOP AND LETA B.
10 BISHOP, his wife, as joint tenants with right of survivorship, at
11 Eureka, Nevada, or wherever payment may be demanded by the holder
12 of this Note, the sum of ONE HUNDRED SEVENTY TWO THOUSAND, SEVEN
13 HUNDRED AND EIGHTY (\$172,780.00) DOLLARS, lawful money of the
14 United States of America, with interest thereon from May 1978,
15 until paid at the rate of Eight and One-Half (8 1/2) percent per
16 annum. The term of this Note shall be for Fifteen years, unless
17 sooner paid.

18 PAYMENT ON SAID NOTE SHALL BE AS FOLLOWS:

19 A Payment of the sum of FOURTEEN THOUSAND, SIX HUNDRED
20 EIGHTY-SIX AND 30/100 (14,686.30) dollars, to be paid as interest
21 from date on May 10, 1979.

22 Payment of interest from May 10, 1979 to September 1, 1979.
23 a total of Eighty-two (82) days, in the amount of THREE THOUSAND,
24 TWO HUNDRED NINETY-EIGHT AND 36/100 (\$3,298.86) dollars and will
25 be payable on September 1, 1979, together with the first payment of
26 principal in the amount of ELEVEN THOUSAND, FIVE HUNDRED AND EIGHTEEN
27 and 71/100 DOLLARS, OR A TOTAL OF FOURTEEN THOUSAND, EIGHT HUNDRED
28 SEVENTEEN AND SEVENTEEN AND 62/100 (14,817.62) dollars.

29 Annual installment payments in the amount of NINETEEN
30 THOUSAND, THREE HUNDRED FIFTY-ONE AND 44/100 (19,351.44) which

1 shall include payment on principal and interest shall commence
2 September 1, 1980, and that the said sum of NINETEEN THOUSAND,
3 THREE HUNDRED FIFTY-ONE AND 31/100 (\$19,351.31) dollars, will be
4 payable on September 1, of each calendar year thereafter until the
5 principal balance, plus interest at Eight and One-Half (8 1/2)
6 percent per annum, has been fully paid.
7

8 The maker, may, at his option, increase the amount of
9 said payments, or may pay in full, at any time, without penalty.
10

11 The maker hereby waives presentment for payment, notice of
12 dishonor, protest and notice of protest, and of non-payment of
13 this Note, and all defenses on the grounds of any extension of
14 time of payment that may be given by the holders.

15 If any default be made in any such installment payment
16 of principal and interest, and such default is not corrected
17 within Sixty days, without presentment, notice or demand, the
18 entire unpaid principal sum thereof, and all accrued interest
19 thereon, shall at the holders option become immediately due and
20 payable.
21

22 The maker of the Note further agrees to pay all costs of
23 collection, including any reasonable attorney fee incurred in
24 case payment shall not be made as herein provided.
25

26 In the event the maker of this Note, shall be adjudged a
27 bankrupt, or if a general assignment is made for the benefit of
28 creditors by the maker, then, upon the happening of either such
29 events, the entire sum of principal and interest then remaining
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unpaid shall become forthwith due and payable, although the time of maturity as expressed in this Note shall not have arrived.

A DEED OF TRUST of even date secures the payment of the indebtedness evidenced by this Note.

NEVADA STAR FEED AND FARMING, INC.,
A Nevada Corporation.
By James H. DePaoli

65926

RECORDED AT THE REQUEST OF Johnson W. Lloyd
on August 23, 19 78, at 16 mins. past 8 A.M. in
Book 65 of OFFICIAL RECORDS, page 320-325, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 65926 Fee \$ 8.00