

DEED OF TRUST

1
2 THIS DEED OF TRUST, made and entered into this
3 18th day of June, 1979, by and between NEVADA STAR
4 FEED AND FARMING, INC., a Nevada corporation, of Eureka, State
5 of Nevada, hereinafter called "Grantor", and JOHNSON W. LLOYD
6 of Eureka, State of Nevada, hereinafter called the "Trustee",
7 and M. VAN VLIET & SONS, INC. of Escalon, State of California,
8 hereinafter called the "Beneficiary";

W I T N E S S E T H:

9 The Grantor hereby grants, bargains, sells and
10 conveys to the Trustee for the purpose of securing performance
11 of the agreements herein, the following described real property,
12 together with the buildings, structures and improvements thereon
13 and everything appurtenant thereto, together with all rents,
14 issues and profits of said premises, situate in the County of
15 Eureka, State of Nevada, to-wit:

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

16 SECTION 21: Lots 3, 4, 5, 6, 12, 13, 14 and 15

17 Containing 328.23 acres, more or less.

18 SECTION 28: Lots 1, 2, 3, 4, 5, 6, 7 and 11.

19 Containing 321.51 acres, more or less.

20 TOGETHER with all water, water rights and rights
21 to the use of water obtained by virtue of those
22 certain State of Nevada water permits Nos. 19218,
23 20376, 21561, 23711, 23738, 23739 and 24378, and
24 all dams, ditches, canals, and other means or
25 devices used for the diversion or use of water
26 appurtenant to the said property or any part
27 thereof.

28 TOGETHER with all mineral rights, oil or gas
29 owned by Grantor herein lying on, in or over
30 the above described real property.

31 TOGETHER with all existing easements and rights
32 of way benefiting the above described real
33 property, including, but not limited to, all
34 easements and rights of way for ingress and
35 egress to said property.

36 In trust nevertheless, to secure to the above named
37 Beneficiary, the payment of \$50,000.00, together with interest
38 thereon at eleven Percent (11%) per annum; said interest
39 and principal to be paid according to the terms, conditions
40 and tenor of a Promissory Note made by the Grantor to the Benefi-
41 ciary for said sum; said Note being of even date herewith; and
42 also to secure the payment of all other moneys herein agreed
43 or provided to be paid by the said Grantor, or which may be
44 paid out or advanced by the Beneficiary or Trustee, whether
45 such payments or advancements are made under the provisions
46 of this instrument or otherwise, with the interest in each case;
47 and also the payment of all advancements or renewals of the
48 aforesaid Note, or any indebtedness secured by this Deed of
49 Trust.

1 TOGETHER WITH ALL AND SINGULAR, the tenements,
2 hereditaments and appurtenances thereunto belonging, or therewith
3 had and enjoyed, and the reversion and reversions, remainder
4 and remainders, rents, issues and profits thereof.

5 TO HAVE AND TO HOLD, the said premises, together
6 with the appurtenances, unto the said Trustee, and to his heirs,
7 successors and assigns for the uses and purposes therein mentioned.

8 THIS DEED OF TRUST shall be security for all indebted-
9 ness not otherwise herein provided for that may hereafter during
10 the continuance of this Deed of Trust be due, owing and existing
11 from the said Grantor to the said Beneficiary.

12 The following covenants, Nos. 1; 2 (Insurance),
13 \$50,000.00 3; 4 (Interest) 11 % per annum; 5; 6; 7 (Attorney's
14 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made
15 a part of this Deed of Trust.

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

24 Said Grantor further covenants and agrees that
25 he will, during the life of this Deed of Trust, keep the buildings,
26 structures and improvements situate and being upon the above
27 described real property in as good a state of repair as the
28 same now are, and that in the event that the said Grantor makes
29 any alterations or improvements in or upon or to the structures
30 and buildings situate on the above described premises, that
31 the said Beneficiary shall be protected from any mechanics'
32 liens of any kind whatsoever either for work and labor done
or performed or materials furnished, and to that end the said
Grantor agrees to file a Notice of Non-Responsibility in accordance
with the requirements of the Statutes of the State of Nevada.
It is further understood and agreed that the breach of either,
any or all of the conditions herein set forth shall be sufficient
ground for the Beneficiary to proceed to foreclose the said
Deed of Trust in accordance with the provisions of the Statutes
of the State of Nevada, as in such cases made and provided.

The undersigned Grantor requests that a copy of
any Notice of Default and of any Notice of Sale hereunder be
mailed to him at his address hereinbefore set forth.

The word "Grantor" and the language of this instrument
shall, where there is more than one Grantor, be construed as
plural, and be binding on all Grantors, and upon his or their
heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto
caused the foregoing to be executed the day and year first above
written.

NEVADA STAR FEED AND FARMING, INC.
a Nevada corporation

By Tom Allen
Its President, Secretary and
Treasurer

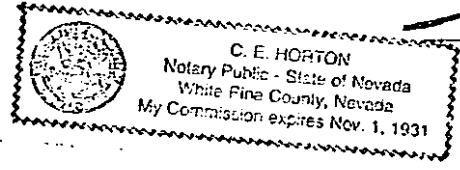
C. E. HORTON
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P. O. BOX 1260
ELY, NEVADA 89301
289-4431

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State of Nevada, }
County of White Pine. } ss.

On June 18th, 1979, personally
appeared before me NICK ILLIA, who acknowledged that he executed
the above instrument.

[Signature]
Notary Public



RECORDED AT THE REQUEST OF Nick Illia
on June 18 19 79 at 55 mins. past 4 P. M. In
Book 70 of OFFICIAL RECORDS, page 560-562, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 68526 Fee \$ 5.00

68526

-3 and last-

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