

DEED OF TRUST

THIS DEED OF TRUST, made this 21st day of December 1983, by and between NEVADA AG COMMODITIES, A Nevada Corporation, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and EDWARD W. McCALLEN and LOUISE A. McCALLEN, husband and wife, as Joint Tenants Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

W I T N E S S E T H:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lot 10 of Block 22 of the Town of Eureka, County of Eureka, State of Nevada.

Excepting therefrom all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable material in and under said land reserved by the United States of America, in Patent recorded December 19, 1947 in Book 23, Page 226, Deed Records, Eureka County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any

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17021 289-4422

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1 default or notice of default hereunder or invalidate any act done
2 pursuant to such notice.

3 TO HAVE AND TO HOLD the same unto the said Trustee and
4 its successors, upon the trusts hereinafter expressed:

5 As security for the payment of Eighteen Thousand Dollars
6 (\$18,000.00) in lawful money of the United States of America, with
7 interest thereon in like money and with expenses and counsel fees
8 according to the terms of the Promissory Note or Notes for said
9 sum executed and delivered by the Trustor to the Beneficiary;
10 such additional amounts as may be hereafter loaned by the Bene-
11 ficiary or his successor to the Trustor or any of them, or any
12 successor in interest of the Trustor, with interest thereon, and
13 any other indebtedness or obligation of the Trustor or any of
14 them, and any present or future demands of any kind or nature
15 which the Beneficiary, or his successor, may have against the
16 Trustor or any of them, whether created directly or acquired by
17 assignment; whether absolute or contingent; whether due or not, or
18 whether otherwise secured or not, or whether existing at the time
19 of the execution of this instrument, or arising thereafter; also
20 as security for the payment and performance of every obligation,
21 covenant, promise or agreement herein or in said note or notes
22 contained.

23 Trustor grants to Beneficiary the right to record notice
24 that this Deed of Trust is security for additional amounts and
25 obligations not specifically mentioned herein but which constitute
26 indebtedness or obligations of the Trustor for which Beneficiary
27 may claim this Deed of Trust as security.

28 AND THIS INDENTURE FURTHER WITNESSETH:

29 FIRST: The Trustor promises and agrees to pay when due
30 all claims for labor performed and materials furnished for any
31 construction, alteration or repair upon the above-described
32 premises; to comply with all laws affecting said property or
relating to any alterations or improvements that may be made
thereon; not to commit, suffer or permit any acts upon said
property in violation of any law, covenant, condition or restric-
tion affecting said property.

SECOND: The Trustor promises to properly care for and
keep the property herein described in first-class condition, order
and repair; to care for, protect and repair all buildings and
improvements situate thereon; and otherwise to protect and pre-
serve the said premises and the improvements thereon and not to
commit or permit any waste or deterioration of said buildings and
improvements or of said premises. If the above described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$18,000.00 amount
insurance), 3, 4 (interest 10% per annum), 5, 6, 7 (counsel fees
25%) and 8 of N.R.S. 107.030, are hereby adopted and made a part
of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided
by statute, or by a writing, signed and acknowledged by him and
recorded in the office of the County Recorder of the County in
which said land or such part thereof as is then affected by this
Deed of Trust is situated, appoint another Trustee in place and
stead of Trustee herein named, and thereupon, the Trustee herein

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1 named shall be discharged and Trustee so appointed shall be
2 substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

3 FIFTH: Trustor agrees to pay any deficiency arising
4 from any cause after application of the proceeds of the sale held
in accordance with the provisions of the covenants hereinabove
adopted by reference.

5 SIXTH: The rights and remedies hereby granted shall not
6 exclude any other rights or remedies granted by law, and all
7 rights and remedies granted hereunder or permitted by law shall be
concurrent and cumulative. A violation of any of the covenants
herein expressly set forth shall have the same effect as the
violation of any covenant herein adopted by reference.


8 SEVENTH: In the event of any tax or assessment on the
9 interest under this Deed of Trust it will be deemed that such
10 taxes or assessments are upon the interest of the Trustor, who
agrees to pay such taxes or assessments although the same may be
assessed against the Beneficiary or Trustee.

11 EIGHTH: All the provisions of this instrument shall
12 inure to, apply, and bind the legal representatives, successors
and assigns of each party hereto respectively.

13 NINTH: In the event of a default in the performance or
14 payment under this Deed of Trust or the security for which this
Deed of Trust has been executed, any notice given under Section
107.080 N.R.S. shall be given by registered letter to the
15 Trustor(s) at the address herein, P.O. Box 496, Eureka
NEVADA, 89316
16 and such notice shall be binding upon the Trustor(s), Assignee(s),
or Grantee(s) from the Trustor(s).

17 TENTH: It is expressly agreed that the trusts created
18 hereby are irrevocable by the Trustor.

19 IN WITNESS WHEREOF, the Trustor has executed these
20 presents the day and year first above written.

21 
22 NEVADA AG COMMODITIES, INC., a
Nevada Corporation, by LAMOYNE
23 E. ADDLEMAN, President

24 
25 PATRICIA A. ADDLEMAN, Secretary

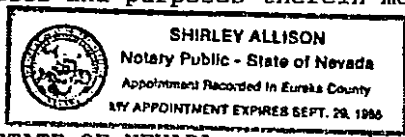
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27 STATE OF NEVADA,)
28 County of Eureka.) ss.

29 On this 2ND day of DECEMBER, 1983, before me,
30 the undersigned, a Notary Public in and for the County of Eureka,
State of Nevada, duly commissioned and sworn, personally appeared
31 LAMOYNE E. ADDLEMAN, known to me to be the President of NEVADA
AG COMMODITIES, INC., A Nevada Corporation, that executed the
32 within instrument and known to be to be the person who affixed
his name thereto as such President and who acknowledged to me

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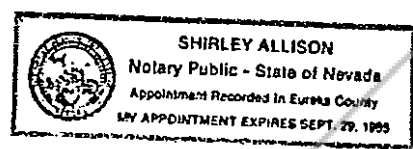
1 that he executed the same freely and voluntarily and for the
2 uses and purposes therein mentioned.



Shirley Allison
Notary Public

3 STATE OF NEVADA,)
4) : SS.
5 County of Eureka.)

6 On this 2ND day of December, 1983, before me,
7 the undersigned, a Notary Public in and for the County of Eureka,
8 State of Nevada, duly commissioned and sworn, personally appeared
9 PATRICIA A. ADDLEMAN, known to me to be the Secretary of NEVADA
10 AG COMMODITIES, INC., A Nevada Corporation, that executed the
11 within instrument and known to be to be the person who affixed
12 her name thereto as such Secretary and who acknowledged to me
13 that she executed the same freely and voluntarily and for the
14 uses and purposes therein mentioned.



Shirley Allison
Notary Public

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RECORDED AT REQUEST OF
Frontier Title Company
BOOK 119 PAGE 33

83 DEC 28 P 1:34

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
CLERK, REGULAR RECORDER
91576
\$ 8.00

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