

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

Sanwa Bank California
Sacramento Agribusiness Office
601 "J" Street
Sacramento, CA 95814

Attn: Roxanna Sanders

109236

AGREEMENT TO EXTEND AND MODIFY PROMISSORY NOTES
AND MODIFY DEED OF TRUST

THIS AGREEMENT is entered into as of this 16th day of June, 1987 by and between Sanwa Bank California successor in interest to Lloyds Bank California ("Bank") and Daniel H. Russell and Roberta A. Russell (collectively "Russell").

RECITALS

WHEREAS, on or about April 1, 1986 Russell executed and delivered to Bank a promissory note in the original principal sum of \$3,506,500, a promissory note in the original principal sum of \$6,950,000, and a promissory note in the original principal sum of \$100,000 for an aggregate amount of \$10,556,500;

WHEREAS, each of the foregoing described notes and any extensions or renewals thereof are secured by a deed of trust dated as of April 1, 1986 (the "Deed of Trust") encumbering certain real property described in the attached Exhibit "A" (the "Property") and which is recorded in Book 143, Page 265 as Document No. 102268 on April 7, 1986 in the Office of the County Recorder of the County of Eureka, State of Nevada;

WHEREAS, on or about January 21, 1987, Russell executed a promissory note in the original principal sum of \$6,950,000 which note constituted a renewal of the April 1, 1986 note for such amount (hereinafter referred to as "Note I");

WHEREAS, on or about January 21, 1987, Russell executed a promissory note in the original principal sum of \$6,059,800 which note constituted a renewal of various obligations of Russell to Bank including the note for \$3,506,500 dated April 1, 1986 (hereinafter referred to as "Note II");

WHEREAS, on or about January 21, 1987, Russell executed a promissory note in the original principal sum of \$390,000, which note constituted a renewal of various obligations of Russell to Bank including the note for \$100,000 dated April 1, 1986 (hereinafter referred to as "Note III");

WHEREAS, on or about March 27, 1987, Russell executed a promissory note in the original principal sum of \$200,000 in favor of Bank (hereinafter referred to as "Note IV"); and

WHEREAS, on or about June 16, 1987 Russell executed a promissory note in the original principal sum of \$1,021,000 in favor of Bank (hereinafter referred to as "Note V");

NOW, THEREFORE, Bank and Russell agree as follows:

1. Commencing as of the date of this Agreement, interest shall accrue on the unpaid principal balance under Notes I, II, III, IV and V, and each of them, at a rate 1.5% in excess of Bank's Reference Rate, as it may change from time to time.

2. The maturity date of Notes I, II, IV and V, and each of them, is extended to June 30, 1987, on which date the total outstanding principal balance under each of the foregoing Notes, together with accrued and unpaid interest thereon, shall be due and payable in full.

3. It is hereby agreed by Russell that the Deed of Trust shall secure, in such order of priority as Bank in its absolute discretion may determine, payment of an indebtedness in the aggregate principal sum of \$14,620,800 as evidenced by Notes I, II, III, IV and V and any and all amendments, modifications, renewals, or extensions of such Notes, together with the payment of interest on such indebtedness.

4. This Agreement is not a novation and is only an extension and modification of the terms and conditions of the Notes as provided herein. Except as provided in this Agreement, all other terms and conditions of the Notes and the Deed of Trust shall remain in full force and effect. This Agreement shall constitute the entire and complete understanding of the parties with respect to the transactions contemplated hereunder. All previous conversations, memoranda and writings between the parties which pertain to the transactions contemplated hereunder that are not incorporated or referenced in this Agreement are superseded hereby.

5. Daniel H. and Roberta A. Russell accept this Agreement and, in consideration thereof, jointly and severally agree to pay the indebtedness evidenced by each Note according to the terms of this Agreement and of each Note as extended and modified by this Agreement.

6. The date of this Agreement shall be the date above set forth.

///

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first hereinabove written.

BANK:

By: R. Sanders

Name: R. Sanders

Title: Asst. Vice President

RUSSELL:

Daniel H. Russell
DANIEL H. RUSSELL

Roberta A. Russell
ROBERTA A. RUSSELL

CORPORATE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.



On this the 16th day of June, 1987, before me,

Rita M. Suprenant

the undersigned Notary Public, personally appeared

Roxanna E. Sanders, aka R. Sanders

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
an officer of or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal. ..

Rita M. Suprenant
Notary's Signature

State of California
County of Sacramento

On June 16, 1987, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC
for the State of California, personally appeared Daniel H. Russell and
Roberta A. Russell, proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged that he/she/they executed it.

Rita M. Suprenant
Rita M. Suprenant



BOOK 158 PAGE 504

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

All that real property located in the County of
Eureka, State of Nevada, legally described as
follows:

PARCEL ONE:

TOWNSHIP 23 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 30: An undivided 1/2 interest in and to Southwest 1/4
Northeast 1/4; Southeast 1/4 Northwest 1/4

TOWNSHIP 24 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 12: East 1/2 Northeast 1/4

Section 13: Northeast 1/4; Southwest 1/4; Northwest 1/4 Southeast
1/4; South 1/2 Southeast 1/4

Section 23: East 1/2 East 1/2; West 1/2 Southeast 1/4

Section 24: All

Section 25: North 1/2; North 1/2 South 1/2

Section 28: East 1/2 Northeast 1/4; West 1/2 Northeast 1/4, Northwest
1/4 Southeast 1/4; East 1/2 Southeast 1/4

TOWNSHIP 24 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 17: Southwest 1/4 Southwest 1/4

Section 18: Lots 3 & 4, East 1/2 Southwest 1/4; West 1/2 Southeast
1/4; Southeast 1/4 Southeast 1/4

Section 19: Lots 1, 2, 3 & 4; East 1/2 West 1/2; West 1/2 East 1/2

Section 29: Northwest 1/4; West 1/2 Southeast 1/4; North 1/2
Southwest 1/4; West 1/2 Northeast 1/4; Southeast 1/4
Southeast 1/4

Section 30: Lots 1 & 2, East 1/2 Northwest 1/4; Northeast 1/4; North
1/2 Southeast 1/4

Section 32: North 1/2 Northeast 1/4

TOWNSHIP 25 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 5: Southeast 1/4 Southeast 1/4

EXCEPTING THEREFROM an undivided 1/2 interest in and to all coal, oil,
gas and other minerals of every kind and nature whatsoever existing upon,
beneath the surface of, or within said lands as reserved in deed from
REINHOLD SADLER, et al, recorded February 6, 1976 in Book 53, page 583 of
Official Records, Eureka County, Nevada.

PARCEL TWO:

TOWNSHIP 24 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 13: Southeast 1/4 Northwest 1/4

Section 25: South 1/2 Southwest 1/4

EXCEPTING THEREFROM all mineral deposits in and under said land,
reserved by the United States of America, in Patent recorded January 25,
1979 in Book 68, page 302 of Official records, Eureka County, Nevada.

RECORDED AT REQUEST OF
First American Title of Nev.
BOOK 158 PAGE 502

87 JUN 30 PM: 00

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.N. REBALEATI, RECORDER
FILE NO. 109236
FEE \$ 2.00

COPY

BOOK 158 PAGE 506