

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

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

Attn: Roxanna Sanders

AGREEMENT TO FURTHER EXTEND PROMISSORY
NOTES, SECURE ADDITIONAL INDEBTEDNESS,
AND MODIFY DEED OF TRUST

THIS AGREEMENT is entered into as of this 9th day of September, 1987 by and between SANWA BANK CALIFORNIA successor in interest to Lloyds Bank California ("Bank") and DANIEL H. RUSSELL (also known as Dan 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 on April 7, 1986 as Document No. 102268, in Book 143, Page 265 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"), under which there is an outstanding principal balance as of September 9, 1987 in the sum of \$ 6,950,000.00;

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"), under which there is an outstanding principal balance as of September 9, 1987 in the sum of \$ 3,907,225.31;

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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"), under which there is an outstanding principal balance as of September 9, 1987 in the sum of \$ 390,000.00;

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"), under which the indebtedness evidenced thereby was paid in full on or about June 24, 1987;

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"), under which there is an outstanding principal balance as of September 9, 1987 in the sum of \$ 223,785.65;

WHEREAS, by a certain "Agreement to Extend and Modify Promissory Notes and Modify Deed of Trust" dated as of June 16, 1987 (the "First Modification Agreement"), among other things, the maturity dates of Notes I, II and V were extended to June 30, 1987 and aggregate principal indebtedness secured by the Deed of Trust was restated and clarified to be in the aggregate principal sum of \$14,620,800;

WHEREAS, on or about September 9, 1987, Russell executed a promissory note in the original principal sum of \$2,238,600 in favor of Bank (hereinafter referred to as "Note VI"), under which the indebtedness evidenced thereby shall represent, constitute and be additional indebtedness under, pursuant to and secured by the Deed of Trust; and

WHEREAS, the aggregate outstanding principal balance under Notes I, II, III, and V and the indebtedness evidenced by Note VI (collectively Notes I, II, III, V and VI being hereinafter referred to as the "Notes") total the amount of \$ 13,709,610.96, which is within the \$14,620,800 aggregate principal sum secured by the Deed of Trust.

NOW, THEREFORE, Bank and Russell agree as follows:

1. The maturity date of Notes I, II, and V, and each of them, is further extended to October 31, 1987, on which date the total outstanding principal balance under each of Notes I, II and V, together with accrued and unpaid interest thereon, shall be due and payable in full.
2. 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, V and VI, and any and all amendments, modifications, renewals, or extensions of such Notes, together with the payment of interest on such indebtedness.

3. This Agreement is not a novation and is only an extension of the maturity dates of Notes I, II and V as provided herein. Except as provided in this Agreement, all other terms and conditions of Notes I, II, III and V and the Deed of Trust shall remain in full force and effect.

4. Daniel H. Russell (also known as Dan Russell) and Roberta A. Russell accept this Agreement and, in consideration thereof, jointly and severally agree to pay the indebtedness evidenced by the Notes according to the respective terms thereof, and of the First Modification Agreement and this Agreement.

5. 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:

SANWA BANK CALIFORNIA

RUSSELL:

Daniel H. Russell
DANIEL H. RUSSELL
(also known as Dan Russell)

By: Thomas D. Bolin

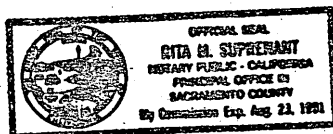
Name: Thomas D. Bolin

Title: Vice President

Roberta A. Russell
ROBERTA A. RUSSELL

State of California
County of Sacramento

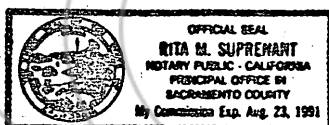
On September 9, 1987, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC
for the State of California, personally appeared Daniel H. Russell and
Roberta A. Russell, proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within
instrument, and acknowledged that ~~he~~/they executed it.



Rita M. Suprenant
Rita M. Suprenant

CORPORATE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.



On this the 9th day of September 1987 before me,

Rita M. Suprenant

the undersigned Notary Public, personally appeared

Thomas D. Bolin

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as
a vice president 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

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4825 • Woodland Hills, CA 91367

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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 22 NORTH, RANGE 52 EAST, M D R & M

Section 26: 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 R & 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 26: 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 25 NORTH, RANGE 52 EAST, M D R & 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 52 EAST, M D R & 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 R & 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 392 of Official records, Eureka County, Nevada.

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First American Title Co. of NV
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'87 SEP 30 P3:06

OFFICIAL RECORDS
EUREKA COUNTY, CALIFORNIA
H.M. REBALEA, RECORDER
FILE NO. *112159*
FEE \$ *70.00*

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