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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 July 28, 1986 as File No. 103950, in Book 147, Page 009 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;

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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) ~~has~~ are subscribed to the within  
instrument, and acknowledged that ~~he~~ she/they executed it.



Rita M. Suprenant  
Rita M. Suprenant

CORPORATE ACKNOWLEDGMENT

NO 202

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

7120-122

NATIONAL NOTARY ASSOCIATION • 23012 Venture Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

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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 21 NORTH, RANGE 32 EAST, M. D. B. & M.

Section 20: West 1/2

EXCEPTING THEREFROM that portion thereof conveyed to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A UTAH CORPORATION SOLE, in Deed recorded September 7, 1984 in Book 127, page 467 as Document No. 95671, Official Records, which is described as follows: Commencing at the west 1/4 corner of said Section 20, thence North 0°09'00" East 1767.82 feet along the west line of said Section 20 to Corner No. 1 the true point of beginning; thence continuing North 0°09'00" East 840.25 feet along the west line of said Section 20 to corner No. 2, being on the Southerly Right of way line of 7th Street; thence South 89°59'48" East 840.95 feet along the said Southerly right of way line of 7th Street to Corner No. 3; thence from a tangent bearing South 70°38'55" west on a curve to the left, with a radius of 1380.00 feet; through a central angle of 51°05'48", for an arc length of 1230.49 feet to Corner No. 1, the point of beginning, now known as Parcel One and Two of the certain Parcel Map recorded June 4, 1984, under Document No. 93464, Eureka County, Nevada records.

Section 29: North 1/2

PARCEL TWO

TOWNSHIP 21 NORTH, RANGE 32 EAST, M. D. B. & M.

Section 20: East 1/2

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. FAHLE recorded May 3, 1963 in Book 26 of Deeds at page 426, Eureka County, Nevada records.

PARCEL THREE

TOWNSHIP 21 NORTH, RANGE 32 EAST, M. D. B. & M.

Section 22: East 1/2

Section 27: East 1/2

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and JOHN B. BONDS, recorded April 9, 1964 in Book 3 of Official Records at page 555 and December 30, 1964 in Book 6 of Official Records at page 348, Eureka County, Nevada.

(continued)

PARCEL FOUR

TOWNSHIP 21 NORTH, RANGE 22 EAST, M D R & M

Section 28: All

EXCEPTING THEREFROM all the oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL, recorded December 30, 1964 in Book 6 of Official Records at pages 346 and 350, Eureka County, Nevada records.

DHR  
File

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First American Title Co. of NV  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REG-LEAD RECORDER  
FILE NO. 112360  
FEE \$ 10.00

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