

313396

Recording Requested By and
When Recorded Return To:
METROPOLITAN LIFE
AGRICULTURAL INVESTMENTS
WESTERN BRANCH OFFICE
7100 N. FINANCIAL DR., SUITE 105
FRESNO, CA 93710

121022

TRUST DEED MODIFICATION AGREEMENT

DATE: August 25, 1988.

PARTIES:

1. METROPOLITAN LIFE INSURANCE COMPANY, a corporation ("Metropolitan"); and
2. DANIEL H. RUSSELL and ROBERTA A. RUSSELL, Husband and Wife ("Russell").

RECITALS:

A. Russell is indebted to Metropolitan as maker of that certain Promissory Note dated June 29, 1983, in the original principal amount of \$6,500,000.00, as amended by that certain Amendment to Promissory Note dated August 28, 1983 (such Promissory Note, as amended, is referred to below as the "Old Note").

B. The Old Note is secured by Deeds of Trust dated June 29, 1983 (the "Deeds of Trust"), encumbering real property situated in Sierra and Plumas Counties, California, and Elko, White Pine, Lander, Nye and Eureka Counties, Nevada. The Deeds of Trust have been recorded in the offices of the County Recorders of such counties, as follows:

<u>County</u>	<u>Document Number</u>	<u>Volume and Page</u>
Sierra County, CA	81766	Volume 101, Page 662
Plumas County, CA	57	Volume 390, Page 247
Elko County, NV	177213	Volume 426, Page 179
White Pine County, NV	224950	Volume 64, Pages 79/93
Lander County, NV	117293	Volume 226, Page 149
Nye County, NV	85636	Volume 389, Page 151
Eureka County, NV	88021	Book 111, Page 576
(re-recorded)	88472	Book 112, Page 556

BOOK 183 PAGE 114

C. Russell has executed a second Promissory Note in the amount of \$1,350,000.00, dated August 25, 1988, (the "New Note") to the order of Metropolitan. A default of the obligations under the New Note is to be deemed an event of default under the Old Note and vice versa (cross-defaulted). The New Note is to be secured by the Deeds of Trust, and the Deeds of Trust are to be amended to add as collateral certain additional real property situated in Sierra and Plumas Counties, California, and more specifically described in the attached Exhibit A, which is incorporated herein by this reference.

D. As a material inducement to Metropolitan to make the loan represented by the New Note, Russell has agreed to enter into this Trust Deed Modification Agreement, as follows:

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, Metropolitan and Russell agree as follows:

1. The Deeds of Trust are hereby amended to provide that, in addition to securing payment of the Old Promissory Note, the property described in such Deeds of Trust shall also secure payment of the New Note. Russell agrees that any default under the New Note shall also constitute a default under the Old Note and the Deeds of Trust, and the Trustee and the Beneficiary thereunder shall have all rights and remedies with respect thereto as they each respectively possess with regard to any default under the Old Note. Russell hereby further agrees that the Deeds of Trust shall not be released of record and shall remain as security for either or both of the Old Note and the New Note until each of such Notes has been paid in full.

2. The Deeds of Trust recorded in Plumas and Sierra Counties, California, as recited above, are hereby amended by substituting the Exhibit A attached hereto for the Exhibit A attached to such Deeds of Trust as previously recorded. Russell does hereby grant, bargain, sell, convey and confirm unto WESTERN TITLE INSURANCE COMPANY, as Trustee in trust with power of sale all those certain lands located in Plumas County and Sierra County, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by this reference. It is agreed, however, that such grant and conveyance is the creation of a new encumbrance only with respect to the additional lands which have been added to Exhibit A, and with respect to the lands encumbered under the Old Deed of Trust, such grant and

conveyance constitutes a reaffirmation of the existing encumbrance which has remained in full force and effect without release.

3. Except as specifically modified herein, the Deeds of Trust shall remain in full force and effect.

4. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. Each counterpart shall be deemed an original, and all counterparts individually and collectively shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Trust Deed Modification Agreement on the date first above written.

METROPOLITAN LIFE INSURANCE COMPANY,
a corporation

By: Leo T. Rasmussen
LEO T. RASMUSSEN

Title: VICE PRESIDENT

METROPOLITAN

SEAL
Affixed

Daniel H. Russell
Daniel H. Russell

Roberta A. Russell
Roberta A. Russell

RUSSELL

STATE OF Kansas,
COUNTY OF Johnson } ss.

On this 26th day of August, 1988,
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared LEO T. RASMUSSEN,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed the
within instrument as VICE-PRESIDENT, respectively, of
METROPOLITAN LIFE INSURANCE COMPANY, the corporation therein
named, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this Certificate
first above written.



Nona Kay Reeves
Notary Public in and for said
State

STATE OF California,
COUNTY OF Sacramento } ss.

On this 29th day of August, 1988, before
me, the undersigned, a Notary Public in and for said County
and State, personally appeared DANIEL H. RUSSELL, personally
known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to and
who executed the within instrument, and acknowledged to me
that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this Certificate
first above written.



Donna M. Bolin
Notary Public in and for said
State

STATE OF *California*
COUNTY OF *Sacramento* ss.

On this *27th* day of *August*, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERTA A. RUSSELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to and who executed the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Donna M. Bolin
Notary Public in and for said
State

EXHIBIT "A"

DESCRIPTION

All that real property in the County of Plumas, State of California, described as follows:

PARCEL ONE:

The Southeast one-quarter of the Southeast one-quarter of Section 23; the South one-half of the South one-half of Section 24; the Northeast one-quarter of the Northeast one-quarter of Section 25; the Southwest one-quarter of the Southeast one-quarter of Section 34; and the West one-half of Section 36; all in Township 22 North, Range 14 East, M.D.B. & M.

The Southeast one-quarter; the North one-half of Lots 1 and 2 of the Southwest one-quarter and the South one-half of the Southwest one-quarter of Section 19; the Northeast one-quarter; the Northwest one-quarter of the Northwest one-quarter of Section 30, Township 22 North, Range 15 East, M.D.B. & M.

EXCEPTING FROM SAID Section 23, that portion thereof described as beginning at the Northwest corner of the Southeast one-quarter of the Southeast one-quarter of said Section 23; thence Easterly along the North line of the said Southeast one-quarter of the Southeast one-quarter, a distance of 1056 feet, more or less to the Westerly line of a County Road; thence Southwesterly along the Westerly line of said road, a distance of 1485 feet, more or less, to the South line of the said Southeast one-quarter of the Southeast one-quarter; thence Westerly along the said South line, a distance of 511.5 feet, more or less, to the Southwest corner of the said Southeast one-quarter of the Southeast one-quarter of Section 23; thence Northerly along the West line of the said Southeast one-quarter of the Southeast one-quarter, a distance of 1320 feet, more or less, to the point of beginning.

PARCEL ONE A:
TOWNSHIP 22 North, Range 15 East, M.D.B. & M.

Section 30: The East one-half of the Northwest one-quarter; the Southwest one-quarter of the Northwest one-quarter; and the South one-half.

Section 31: The North one-half.

Township 22 North, range 14 East, M.D.B. & M.

Section 25: The West one-half of the Northeast one-quarter; the Southeast one-quarter of the Northeast one-quarter; the East one-half of the Northwest one-quarter; and the South one-half.

Section 36: The Northeast one-quarter.

(continued)

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EXHIBIT "A"

DESCRIPTION
(continued)

All that real property in the County of Sierra, State of California, described as follows:

PARCEL TWO:

Township 21 North, Range 14 East, M.D.B. & M.

Section 1: South one-half; Lot 2 of the Northeast one-quarter and Lot 2 of the Northwest one-quarter (North one-half of North one-half).

Section 2: South one-half; fractional Northwest one-quarter.

Section 3: South one-half; fractional Northeast one-quarter; South one-half of Northwest one-quarter; East one-half of Lot 2 of the Northwest one-quarter (Northeast one-quarter of Northwest one-quarter).

EXCEPT portion thereof in tract containing 27.04 acres, more or less, described in Deed from Gordon Macmillan and Dorothe Macmillan to County of Sierra, dated October 22, 1958, recorded December 11, 1958 in Book 21 of Official Records of Sierra County, page 15.

Section 4: Northeast one-quarter of Southeast one-quarter.

Section 10: All.

EXCEPT PORTION THEREOF IN TRACT CONTAINING 27.04 ACRES, MORE OR LESS, DESCRIBED IN Deed from Gordon Macmillan and Dorothe Macmillan to County of Sierra, dated October 22, 1958, recorded December 11, 1958, in Book 21 of Official Records of Sierra County, page 15.

Section 11: All.

Section 12: All.

Section 13: North one-half; North one-half of Southeast one-quarter; North one-half of Southwest one-quarter.

Section 14: North one-half; Southwest one-quarter; North one-half of Southeast one-quarter; Southwest one-quarter of Southeast one-quarter; also 34 acres, more or less, situated in Sections 13, 14, and 23, Township 21 North, Range 14 east, M.D.B. & M., described as follows:

INITIAL
D.H.G.
HERE

COMMENCING AT A POINT IN Northeast one-quarter of Section 23, Township 21 North, Range 14 East, M.D.B. & M., on the line of main irrigation ditch which intersects Sections 13, 14, and 23, Township 21 North, Range 14 East, M.D.B. & M., and running Northerly a distance of 2060 feet; thence Easterly a distance of 1460 feet to a point on said main irrigation ditch in Southwest one quarter of Section 13, Township 21 North, Range 14 East, M. D. B. & M., thence along the line of said irrigation ditch, Southwesterly a distance of 2640 feet to the point of commencement.

(continued)

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EXHIBIT "A"

DESCRIPTION
(continued)

Section 15: All

EXCEPT portion thereof in tract containing 27.04 acres, more or less, described in Deed from Gordon Macmillan and Dorothe Macmillan to the County of Sierra, dated October 22, 1958, recorded December 11, 1958 in Book 21, Official Records of Sierra County, page 15.

Section 22: North one half of Northeast one-quarter; Southeast one-quarter of Northeast one-quarter; North one-half of Northwest one-quarter.

EXCEPTING from Sections 15 and 22, above described, all that portion conveyed by Deed recorded July 19, 1973, in Book 58, Official Records, page 455, to the County of Sierra.

Section 23: Northwest one-quarter of Northeast one-quarter; Southwest one-quarter of Northeast one-quarter; Northwest one-quarter; North one-half of Southwest one-quarter.

Township 21 North, Range 15 East, M.D.B. & M.

Section 7: North one-half of Lot 2 of the Southwest one-quarter (Northwest one-quarter of the Southwest one-quarter) South one-half of Lot 2 of the Southwest one-quarter (Southwest one-quarter of the Southwest one-quarter) and South one-quarter of Lot 1 of the Southwest one-quarter (Southeast one-quarter of the Southwest one-quarter).

Section 18: Fractional Northwest one-quarter; the North one-half of Lot 2 of the Southwest one-quarter (Northwest one-quarter of Southwest one-quarter).

EXCEPTING therefrom that portion thereof as contained within the lands described in the Deed recorded May 6, 1907, Book 20, page 277, Deed Records, as follows:

EXCEPTING that portion thereof embraced in the following description, to wit: COMMENCING at a point on County Road that intersects, diagonally, Section 18, Township 21 North, Range 15 East, M.D.B. & M., in the Northeast one-quarter of said Section 18 and running Easterly a distance of 760 feet; thence Southerly a distance of 2640 feet; thence Westerly a distance 3650 feet to a point on said County Road in the Southwest one-quarter of said Section 18; thence Northeasterly along said County Road, a distance 3,919 feet to the point of beginning.

(continued)

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INITIAL
PDR
HERE

EXHIBIT "A"

DESCRIPTION
(continued)

PARCEL THREE:

Southeast one-quarter of Southeast one-quarter of Section 11, Township 19 North, Range 15 East, M.D.B. & M.

EXCEPTING THEREFROM that parcel of land described in the Deed to Paul W. Rand, et ux, recorded June 5, 1974 in Book 61, Official Records, page 393.

North one-half of Section 13, Township 19 North, Range 15 East, M.D.B. & M.

East one-half of Northeast one-quarter; Southwest one-quarter of Northeast one-quarter; East one-half of Northwest one-quarter of Northeast one-quarter of Section 14, Township 19 North, Range 15 East, M.D.B. & M.

EXCEPTING THEREFROM that parcel of land described in the Deed to Loy C. Compton, et al, recorded June 5, 1974 in Book 61, Official Records, page 396.

ALSO EXCEPTING THEREFROM that parcel of land described in the Deed to Carrol B. Franks, et al, recorded August 31, 1976 in Book 70, Official Records, page 97.

East one-half of Northwest one-quarter; Southwest one-quarter of Northeast one-quarter; Northwest one-quarter of Southeast one-quarter of Section 24, Township 19 North, Range 15 East, M.D.B. & M.

EXCEPTING THEREFROM the strip of land 100 feet in width conveyed by Lucy A. Burke, et al, to Fiberboard Products, Inc., by Deed recorded November 26, 1948, in Volume 44 of Deeds, page 288, Sierra County Records.

EXCEPTING THEREFROM the above Sections 13 and 14, that portion thereof described in the Deed to the State of California, recorded December 20, 1936, Book 36 of Deeds, page 25.

PARCEL FOUR:

Township 21 North, Range 15 East, M.D.B. & M.
Section 6: Fractional Northwest one-quarter.

EXCEPTING THEREFROM all that portion lying within the County of Plumas.

Section 6: Fractional Southwest one-quarter and the Southeast one-quarter.

Section 7: Northeast one-quarter and the Northeast one-quarter of the Southeast one-quarter.

Section 8: West one-half of the Northwest one-quarter.

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EXHIBIT "A"

DESCRIPTION
(continued)

Section 8: All that portion of the Southwest one-quarter lying North of the following described line:

BEGINNING AT THE Northwest corner of the South one-half of the South one-half of the Southwest one-quarter of Section 8, Township 21 North, Range 15 East, M.D.B. & M., being a point in the present county road, and from said point the Southwest corner of said Section 8 bears South 00° 19' 05" East a distance 661.11 feet; thence South 88° 53' 43" East from the point of beginning and along the North line of the South one-half of the South one-half of the Southwest one-quarter of said Section 8 for a distance of 130.29 feet to a point on the approximate centerline of an old roadway known as Sierraville-Loyalton public road; thence along the approximate centerline of said old roadway on the following (6) consecutive courses: (1) North 85° 43' 21" East a distance of 955.29 feet to a point marked with a 1/2 inch diameter iron pin set in the fence line on the Northerly line of the strip of land, one hundred feet in width, described in that certain Deed to the County of Sierra, recorded in Book 4 of Official Records, page 64, and from the last mentioned point, a 6" X 6" concrete highway monument bears North 88° 21' East a distance of 830.54 feet; (2) North 83° 33' 46" East a distance of 747.88 feet to a 1/2 inch diameter iron pin; (3) North 80° 03' 52" East a distance of 193.07 feet to a 1/2 inch diameter iron pin; (4) North 75° 55' 03" East a distance of 197.88 feet to a 1/2 inch diameter iron pin; (5) North 72° 54' 07" East a distance of 203.30 feet to a 1/2 inch diameter iron pin; (6) North 78° 00' 00" East a distance of 277 feet, more or less, to the North-South centerline of said Section 8.



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First American Title Co.
88 SEP -2 11:46

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALEATI, RECORDER
FILE NO. 121022

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