

This Deed of Trust is intended to and does secure such additional amounts as may be hereinafter loaned by the Beneficiary or its successors or assigns to the Trustor, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said secured obligation contained.

As security for the payment of that certain Promissory Note ("Note") of even date herewith in the sum of TWO HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$230,000.00), together with interest from the date of the advance, made by Thomas L. Belaustequi in favor of Weld Agricultural Credit, Inc.

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

TOGETHER with all and singular the tenements, hereditament and appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder or 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 Trustor now has or hereafter may acquire of, in or to the subject property or any part thereof, with the appurtenances.

That said Trustor hereby grants, conveys and confirm unto the Trustee all the right, title and interest of the Trustor in trust with power of sale, in and to that certain real property located in Eureka County, Nevada as is more particularly described in Exhibit "A", attached hereto and incorporated herein (hereafter referred to as the "Subject Property").

WITNESSETH

This Deed of Trust made this 1st day of August, 1994, between Thomas L. Belaustequi, herein called "Trustor"; Stewart Title of Northern Nevada, d/b/a Frontier Title Company, herein called "Trustee", and Weld Agricultural Credit, Inc., herein called "Beneficiary".

DEED OF TRUST

154476

R. Larry Eaton
Weld Agricultural Credit, Inc.
P.O. Box 6
Greeley, Colorado 80632

When Recorded Mail To:

0171178601

If Trustor makes principal and interest payments under the terms of the Note, Beneficiary shall execute a Deed of Reconveyance conveying the Subject Property back to Trustor. Trustor shall pay the costs incurred by Beneficiary in reconveying this Deed of Trust.

The Subject Property consists of approximately 3,051 acres. The Trustor may obtain partial releases for portions of the Subject Property by paying amounts in addition to those amounts called for under the Promissory Note. The Trustor may obtain partial release for portions of the subject property by payment of \$250.00 per acre and demonstrating to Beneficiary that the release will not materially reduce the value of the remaining portion of the Subject Property. For example, if Trustor wishes to have 40 acres released from this Deed of Trust, Trustor would have to pay to Beneficiary $40 \times \$250.00 = \$10,000.00$. This \$10,000.00 payment would be in addition to any other payments called for under the terms of the Promissory Note.

As additional security, Trustor hereby gives to and confers upon the Beneficiary, the absolute right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of the Subject Property, or any personal property located thereon, with or without taking possession of the Subject Property affected thereby, reserving unto the Trustor the right, prior to any default by the Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as may accrue and become payable.

If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or in any conveyance under which Trustor claims or derives title, then, and at any time thereafter, the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, with fifteen (15) days written notice.

The Beneficiary may, without notice to or consent to the Trustor, extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon.

Trustor expressly covenants and agrees that at all times during the term hereof, they will keep and maintain the above described Subject Property and the buildings and improvements now or hereafter located thereon in a good state of repair and further that they will not make any alteration or alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the Subject Property with such improvements thereon.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted

hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

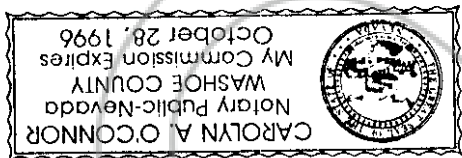
IN WITNESS WHEREOF, the Trustor has executed the above and foregoing the day and year first above written.

Thomas L. Belastegui
THOMAS L. BELASTEGUI

STATE OF NEVADA
COUNTY OF Washoe
ss.)

On this 6th day of July, 1994, personally appeared before me, a notary public, Thomas L. Belastegui, personally known or proved to me to be the persons whose signatures are subscribed to the above instrument, who acknowledged that he executed the instrument.

Carolyn A. O'Connor
Notary Public



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada County of EUREKA, described as follows:

TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 2: SW1/4SW1/4;
Section 3: S1/2SE1/4; SE1/4SW1/4;

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 3: Lot 5 (SW1/4NW1/4);

Section 4: S1/2NE1/4;
Section 5: W1/2SW1/4;
Section 9: S1/2NE1/4; SE1/4NW1/4; NE1/4SW1/4;
Section 10: SE1/4NW1/4; Lot 2 (SW1/4NW1/4);
Section 15: W1/2SW1/4;
Section 16: E1/2SE1/4;
Section 17: S1/2SE1/4; SE1/4SW1/4;

Section 20: NW1/4NE1/4; NE1/4NW1/4;
Section 21: S1/2NE1/4; NW1/4NW1/4; SE1/4NW1/4; N1/2SE1/4; SE1/4SE1/4;
Section 22: S1/2NE1/4; NW1/4NW1/4; SE1/4NW1/4;
Section 23: SW1/4NE1/4;
Section 24: NW1/4SW1/4;
Section 25: NW1/4NE1/4; N1/2NW1/4; N1/2SW1/4; SE1/4SW1/4;
Section 26: S1/2NE1/4; N1/2SE1/4; N1/2SW1/4;
Section 27: SW1/4NE1/4; NW1/4NW1/4; SE1/4NW1/4; NE1/4SE1/4;
Section 28: NE1/4NE1/4; S1/2NW1/4; NW1/4SE1/4; SE1/4SE1/4;
Section 29: SE1/4SE1/4;
Section 34: SW1/4NE1/4; NW1/4NW1/4; SE1/4NW1/4;

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 23: N1/2SE1/4; N1/2SW1/4;
Section 34: S1/2SE1/4;
Section 35: N1/2SE1/4; S1/2SW1/4;

EXCEPTING FROM PARCELS 1, 2 and 3, an undivided fifty percent (50%) interest in and to all gas, oil and mineral rights lying in and under said land, as reserved by MARIA TERESA LABARRY, et al, in deed recorded January 5, 1973, in Book 44, Page 222, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM SECTION 23, TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M., all gas, oil and mineral rights lying in and under said land as reserved by Bill Harris and Rosalyn Harris, in deed recorded March 22, 1976, in Book 54, Page 208, Official Records, Eureka County, Nevada.

SCHEDULE A

CLTA PRELIMINARY REPORT

(7/88)

BOOK 273 PAGE 469

STEWART TITLE

Guaranty Company

COPY

BOOK 273 PAGE 470

154476

BOOK 273 PAGE 466
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Mount Zion Co.
94 AUG -1 PM 4:25
EUREKA COUNTY NEVADA
M.N. REBAL. RECORDER
FILE NO.
FEES 1100