

APN: 007-140-12

Recording Requested By  
and Return to:

1195 Clyde Jr. Rd.  
Fallon, NV 89406

**Grantor's Address:**

Mark Moyle Farms, LLC  
1999 Strasdin Lane  
Fallon, NV 89406

03213307

BOOK 376 PAGE 85-89  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
2004 MAR -5 AM 11:13

EUREKA COUNTY, NEVADA  
M.N. REBALENTI, RECORDER  
FILE NO.

185747

FEES 18<sup>00</sup>

**DEED OF TRUST**

THIS DEED OF TRUST, made this 5th day of March, 2004, by and between **MARK MOYLE FARMS, LLC**, a Nevada limited liability company, hereinafter called "Grantor," and **STEWART TITLE OF NORTHEASTERN NEVADA**, as Trustee, and **JAMES CROMWELL** and **ROBIN CROMWELL**, husband and wife, as joint tenants with right of survivorship, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

**WITNESSETH:**

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

✱ TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 7: SE1/4SW1/4; SW1/4SE1/4;

Section 18: E1/2NW1/4; W1/2NE1/4; NE1/4SW1/4; NW1/4SE1/4;

**EXCEPTING THEREFROM** all the oil, gas, potash and sodium, lying in and under said land, as reserved by THE UNITED STATES OF AMERICA in Patent recorded March 22, 1966, in Book 10, Page 210, Official Records, Eureka County, Nevada.

**TOGETHER WITH** all pumps, motors, pivots, mobile homes, and shop barns.

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**TOGETHER WITH** all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stock watering, domestic or any other use, including but not limited to the following:

Certificate:	43268	11523
	43270	11525
	43836	11530
Total:	1000 acre feet	250 acres

Certificate:	32890	11520
Total:	174 acre feet	43 acres

**SUBJECT** to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

**TOGETHER WITH** all buildings and improvements situate thereon.

**TOGETHER WITH** the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

**TO HAVE AND TO HOLD** the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of **ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

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THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.
2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.
3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (7.25%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.
4. All payments secured hereby shall be paid in lawful money of the United States of America.
5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.
6. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **thirty-five (35)** days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust,

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Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

11. Any notice given to Grantor under Section 107.080 of NRS in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

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

13. In the event Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

14. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and

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performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

This Deed of Trust is subordinate and subject to that Deed of Trust dated the 3rd day of March, 2004, given by MARK MOYLE FARMS, LLC, for the benefit of GREAT BASIN BANK OF NEVADA, recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of Official Records, Eureka County Recorder's Office, Nevada, as File No. \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Grantor has executed these presents the day and year first hereinabove written.

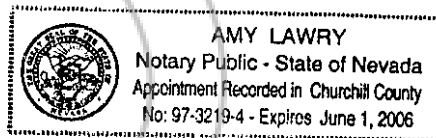
**GRANTOR:**

**MARK MOYLE FARMS, LLC**  
**By: The Mark & Teresa Moyle**  
**Family Trust, Managing Member**

By *Mark S Moyle*  
**MARK S. MOYLE, Trustee**

By *Teresa Y Moyle*  
**TERESA Y. MOYLE, Trustee**

STATE OF NEVADA )  
COUNTY OF Churchill : SS.



This instrument was acknowledged before me on March 2, 2004, by **MARK S. MOYLE and TERESA Y. MOYLE, Trustees of the Mark & Teresa Moyle Family Trust.**

*Amy Lawry*  
**NOTARY PUBLIC**

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