

DOC # 0212179

07/28/2008

02:03 PM

Official Record

Recording requested By
MACKEDON, MCCORMICK & KING

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$19.00

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RPTT:

Recorded By: FS

Book- 0474 Page- 0382



Assessor's Parcel #: 007-140-12

Recording requested by and return to:
Mackedon, McCormick & King
179 S. LaVerne Street
Fallon, Nevada 89406

AGREEMENT FOR ADDITIONAL ADVANCE

WHEREAS, MARK MOYLE FARMS, LLC, a Nevada limited liability company, obligor under the security instruments described herein, of the County of Churchill, State of Nevada, hereinafter referred to as "MOYLE", executed and delivered to JAMES CROMWELL and ROBIN CROMWELL, husband and wife, as joint tenants with rights of survivorship, hereinafter referred to as "CROMWELL", a Promissory Note dated March 5, 2004 secured by a Deed of Trust of the same date, the Deed of Trust being recorded in the office of the County Recorder of Eureka County as document #185747, Official Records, in the face amount of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00); the current Trustee in the Deed of Trust is STEWART TITLE OF NORTHEASTERN NEVADA, and

WHEREAS, MOYLE is current in its payment obligations as set forth in the Promissory Note and has made all payments as required by the terms of the Promissory Note and is not in default in any way of the terms of the Promissory Note nor of the Deed of Trust which secures payment thereof,

WHEREAS, MOYLE has requested an additional advance to be secured by the Deed of Trust referred to herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties made one to the other and in further consideration of MOYLE's continued successful performance of the terms of the Promissory Note and Deed of Trust, the parties agree as follows:

1. That the current principal balance owing on the Promissory Note of March 5, 2004 is \$132,167.34;
2. CROMWELL shall provide to MOYLE an additional advance of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) bringing to total principal balance due on the Promissory Note of March 5, 2004 to \$232,167.34;
3. Interest at the Note rate on the new principal balance shall commence on the 23rd day of July, 2008.
4. The payment of principal and interest due according to the Note terms on March 5, 2009 shall be in the amount of \$25,990.67 which accounts for the original

obligations due and the obligation owing at the new principal amount;

5. Annual payments of principal and interest commencing with the payment due March 5, 2010, shall be in the amount of \$31,632.71 and shall continue in a like amount annually on the 5th day of March, 2010 until the 5th day of March 2019 at which time the entire balance of principal together with interest accrued there shall all be due and payable.

The parties agree that except for the modifications made herein, all other terms, covenants and agreements set forth in the March 5, 2004 Promissory Note and Deed of Trust shall remain in full force and effect and the parties hereto reconfirm each and every term, condition and covenant contained therein as if set forth herein in haec verba.


CROMWELL enters into this agreement with the understanding that any other senior deeds of trust affecting title to the real property secured shall be paid, released and the real property reconveyed from the lien of such senior deeds of trust and that the Deed of Trust described herein shall now be a first position Deed of Trust and shall constitute a first lien upon the real property described in the Deed of Trust.

The parties, by the execution of this document, do not intend that the Note and Deed of Trust shall in any way be diminished in terms of its priority and the undersigned promise and agree that in the event the March 5, 2004 Deed of Trust does not for any reason have the priority and rights of a first lien, that CROMWELL may, at their option, elect that all sums then due and owing under the terms of said Promissory Note and all Agreements for additional advances are immediately due and payable on demand.

IN WITNESS WHEREOF, we have hereunto set our hands this 23 day of July, 2008.

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


MARK S. MOYLE, Trustee


TERESA Y. MOYLE, Trustee

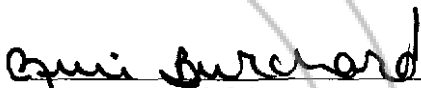

JAMES CROMWELL


ROBIN CROMWELL

STATE OF NEVADA)
: ss.
County of Churchill)

On this 25 day of July, 2008, personally appeared before me, a Notary Public, in and for the county and state aforesaid, MARK S. MOYLE, Trustee and TERESA Y. MOYLE, Trustee who acknowledged to me that they were the authorized representatives of the Managing Member of MARK MOYLE FARMS, LLC, and who are known to me or who proved to me to be the persons, described in and who executed the above and foregoing instrument; who further acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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



Notary Public



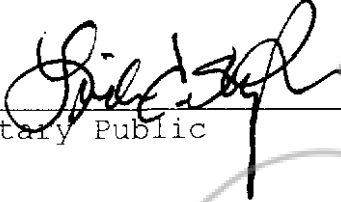
RICCI BURCHARD
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No: 03-80569-4 - Expires March 7, 2011

STATE OF NEVADA)
: ss.
County of Churchill)

On this 23 day of July, 2008, personally appeared before me, a Notary Public, in and for the county and state aforesaid, JAMES CROMWELL and ROBIN CROMWELL, known to me or who proved to me to be the persons, described in and who executed the above and foregoing instrument; who acknowledged

to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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



Notary Public

Document prepared by:
Mackedon, McCormick & King
179 South LaVerne Street
Fallon, Nevada 89406



LINDA C. STEPHENS
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No: 98-2731-4 - Expires January 31, 2011