

Official Record

Recording requested By
MACKEDON, MCCORMICK & KING

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$21.00

Page 1 of 8

RPTT

Recorded By FES

Book- 0487 Page- 0100



0213290

Assessor's Parcel #: 007-440-04

RECORDING REQUESTED BY AND RETURN TO:

The Pro Partners
8530 Eagle Point Blvd., #100
Lake Elmo, MN 55042
Attn: Larry Jones

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 14 day of May, 2009, between MARK MOYLE FARMS, LLC, a Nevada limited liability company, of the County of Churchill, State of Nevada, hereinafter referred to as Trustors, STEWART TITLE OF NEVADA, a Nevada Corporation, hereinafter referred to as Trustee, and, WESTLINK AG COOPERATIVE CORPORATION, hereinafter referred to as Beneficiaries,

W I T N E S S E T H:

WHEREAS, the Trustors are indebted to the Beneficiary in the sum of EIGHT HUNDRED THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS (\$800,527.00), and have agreed to pay the same according to the terms of a certain Promissory Note/Loan

Agreement dated April 29, 2009 and its Addendum dated May 5, 2009 (hereinafter collectively referred to as "Promissory Note"), executed and delivered by the Trustors to the Beneficiaries, and,

WHEREAS, this second deed of trust is intended to secure the payment of said Promissory Note, and

NOW, THEREFORE, the Trustors, for the purpose of securing the payment of the sums due under said Promissory Note, and also of all other monies herein agreed or provided to be paid by the Trustors, or which may be paid out or advanced by the Beneficiaries to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situate in the County of Eureka, State of Nevada, more particularly bounded and described as follows, to-wit:

T.22N., R.54E., MDB&M.

Section 19: SE¼

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the UNITED STATES OF AMERICA in Patent recorded April 29, 1963 in Book 26, Page 419, Deed Records, Eureka County, Nevada.

TOGETHER with, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in

anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This second deed of trust will be security for the payment in lawful money of the United States of America, of any and all monies that may hereafter become due and payable from the Trustors to the Beneficiaries from any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustors to the Beneficiaries, however evidenced.

The following covenants: Numbers 1, 2 \$(reasonable), 3, 4 (five and three quarters percent) 5.75%, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030 relating to transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and made a part of this second deed of trust.

In addition to the above covenants, the said Trustors also promises and agrees to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.

It is specifically understood and agreed that until such time as the Promissory Note secured by this second deed of trust has been paid in full, the Trustors shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

This second deed of trust is made subject to the terms of a certain deed of trust bearing the date of the 24th of September, 1999, executed by MARK MOYLE and TERESA MOYLE, husband and wife, as Trustors, to STEWART TILE OF NEVADA, a Nevada Corporation, as Trustee and to FRANCIS EARL NUTTALL and RAVEY NUTTALL, husband and wife, as joint tenants, as Beneficiary, to secure an indebtedness of \$91,000.00, and any other amounts payable under the terms thereof, which said deed of trust is recorded in the office of the County Recorder, in and for the County of Eureka, State of Nevada, on September 30, 1999 in Book 329, Page 583, as Document NO. 173044, Official Records of Eureka County, Nevada.

If all or any part of the property secured herein is sold or transferred by Trustor including, but not limited to, (1) the execution by Trustor of a contract of sale with respect to the property, (2) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years, (3) the transfer or sale of the property by a

creditor or judgment holder with respect to Trustor of (4) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without Beneficiary's prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all of the sums owing pursuant to the Promissory Note which this Deed of Trust secures, immediately due and payable.

If Beneficiary exercises such option to accelerate, Beneficiary shall give Trustor notice of such acceleration. Said notice shall provide a period of not less than thirty (30) days from the date the notice is mailed in which Trustor may pay the sums declared due. If Trustor shall fail to pay such sums prior to the expiration of such period, Beneficiary, may, without further notice of demand on Trustor, consider this Deed of Trust in default and exercise the remedies allowed to a Beneficiary upon the default of the Trustor in a Deed of Trust as provided by Nevada Law.

A consent by Beneficiary to one or more sales or transfers of the property secured herein shall not constitute a waiver or consent to any and all future transfers or sales as defined herein.

Trustor executes this Deed of Trust with the understanding that in accord with the terms of the Promissory Note that at such time as the Trustor's working capital balance reaches \$400,000.00 and Trustor is not in default of any of the terms or conditions of this Deed of Trust nor the Promissory Note which this Deed of Trust secures, that the Trustor may request and the Beneficiaries shall grant, the full reconveyance the lien or charge of this Deed of Trust.


IN WITNESS WHEREOF, the Trustors have hereunto set hand the day and year first above-written.

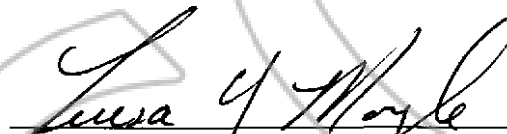
MARK MOYLE FARMS, LLC

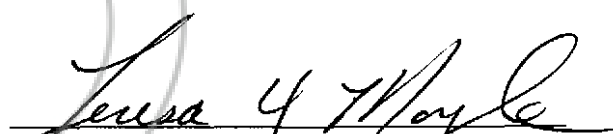
MARK & TERESA MOYLE FAMILY TRUST, Member

BY:


MARK S. MOYLE,
Co-Trustee


MARK S. MOYLE,
Individually


TERESA Y. MOYLE,
Co-Trustee

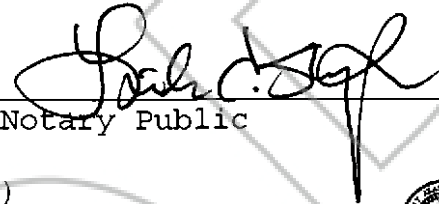

TERESA Y. MOYLE,
Individually

STATE OF NEVADA)
 : ss.
County of Churchill)

On this 14 day of May, 2009,
personally appeared before me, a Notary Public, in and for the
county and state aforesaid, MARK S. MOYLE and TERESA Y. MOYLE,

who acknowledged to me that they were the Managing Members of MARK MOYLE FARMS, LLC, and who was 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

STATE OF NEVADA)
 : SS.
County of Churchill)



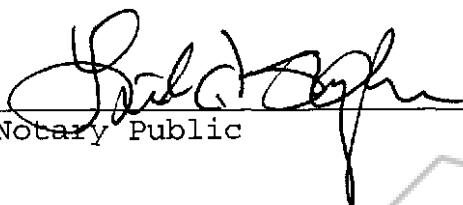
LINDA C. STEPHENS
Notary Public - State of Nevada
Appointment Recorded in Churchill County
No. 98-2731-4 - Expires January 31, 2011

On this 14 day of May, 2009, personally appeared before me, a Notary Public, in and for the county and state aforesaid, MARK S. MOYLE and TERESA Y. MOYLE, 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

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affixed my official seal the day and year first above-written.



Notary Public



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