

DOC # 0213339

06/15/2009

09 23 AM

Official Record

Recording requested By
MACKEDON, MCCORMICK & KING

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$19.00

Page 1 of 6

RPTT.

Recorded By FES

Book- 0487 Page- 0302



0213339

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). On July 23, 2008 the parties hereto executed an Agreement for Additional Advanced which was recorded in the office of the Eureka County

Recorder under document #0212179, Official Records, which provided for an additional advanced to be secured by the Deed of Trust dated March 5, 2004 in the amount of \$100,000.00, and;

WHEREAS, MOYLE is not in default in any way of the terms of the Promissory Note, the Agreement for Additional Advance of July 23, 2008 or the Deed of Trust and has made all payment as required by the terms of said instruments and is not in default in any way of the terms of the said instrument,

WHEREAS, MOYLE has requested an additional advance to be secured by the Deed of Trust of March 5, 2004;

NOW, THEREFORE, in consideration of the mutual promises of the parties made one to the other and in further consideration of the MOYLE's continued successful performance of the terms of the Promissory Note, Agreement for Additional Advance of July 23, 2008 and Deed of Trust, the parties agree as follows:

1. That the current principal balance owing on the Promissory Note which includes the monies advanced under the Agreement for Additional Advance dated July 23, 2008 is \$235,506.96;
2. That CROMWELL shall provide to MOYLE an additional advance of ONE HUNDRED THOUSAND DOLLARS

(\$100,000.00) bringing the total principal balance due on the Promissory Note and Agreement for Additional Advance dated July 23, 2008 as of this date \$335,506.96 which sum shall be secured by the Deed of Trust dated March 5, 2004;

3. That despite the due dates of other monies advanced and loaned as contained in the Promissory Note and Agreement for Additional Advance of July 23, 2008, interest shall commence on the \$100,000.00 advanced pursuant to this Agreement on the 5 day of June, 2009;

4. That payments of principal and interest as recited in the Promissory Note and Agreement for Additional Advance of July 23, 2008 shall remain the same.

5. That Payments of principal and interest on the \$100,000.00 advanced hereby shall be in the amount of \$38,281.54 and shall be paid annually with the first payment due on the 5 day of June, 2010 and continuing on the 5 day of June of each year until the 5 day of June, 2012, at which time the principal sum advanced of \$100,000.00, together with any interest accrued thereon shall all be due and payable.

The parties agree that except for the modification of the principal balance pursuant to the additional advance, all other terms, covenants and agreements set forth in the

March 5, 2004 Promissory Note and Deed of Trust and the Agreement for Additional Advanced dated July 23, 2008, 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.

The parties, by the execution of this document, do not intend that the Deed of Trust which secures payment of the Promissory Note 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 as modified by the Agreement for Additional Advance of July 23, 2008 and this Agreement are immediately due and payable on demand.

IN WITNESS WHEREOF, we have hereunto set our hands this 5 day of June, 2009.

MARK MOYLE FARMS, LLC

BY:

Mark S Moyle
MARK S. MOYLE, Trustee as
Managing Member

Teresa Y Moyle
TERESA Y. MOYLE, Trustee as
Managing Member

James Cromwell
JAMES CROMWELL

Robin Cromwell
ROBIN CROMWELL

STATE OF NEVADA)
 : SS.
County of Churchill)

On this 5 day of June, 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 affixed my official seal the day and year first above-written.

Linda C. Stephens
Notary Public



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

STATE OF NEVADA)
 : SS.
County of Churchill)

On this 5 day of June, 2009, 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



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