

AFFIDAVIT OF ROBERT W. STEADMAN

1 STATE OF NEVADA)
2) ss:
3 COUNTY OF CLARK)

4 ROBERT W. STEADMAN, being duly sworn deposes and states:

5 1. That I am over the age of majority and competent to
6 testify as to all of the facts contained herein.

7 2. On June 8, 1993, I entered into a "Machinery Purchase
8 Agreement" between THE STEADMAN FAMILY TRUST, ROBERT W. STEADMAN
9 TRUSTEE and RON WILLIAMS and EARL WILLIAMS (Attached as Exhibit
10 "A," and incorporated herein).

11 3. This Agreement stated "a first trust deed dated March 18,
12 1993 for \$300,000.00 will be changed to \$500,000.00 at 12%
13 interest" (See Exhibits "B" and "C"). The property covered by this
14 trust deed is more particularly described as follows:

15 The East Half (E 1/2), and
16 the East Half (E 1/2) of the West Half (W 1/2) of Section 24,
17 and The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of
18 Section 25,
19 All in Township 11 South, Range 62 East, M.D.B. & M., Lincoln
20 County, Nevada.

21 APN: 08-201-02

22 4. The contract concerning this Trust Deeds were entered into
23 by myself and RON WILLIAMS and EARL WILLIAMS.

24 5. I witness both RON WILLIAMS and EARL WILLIAMS sign this
25 document.

26
27

McDONALD & ASSOCIATES
A PROFESSIONAL CORPORATION
301 EAST CARSON, SUITE 302
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 383-2333
FAX (702) 383-2655

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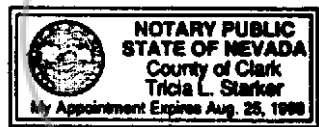
6. This document was notarized.

FURTHER AFFIANT SAYETH NAUGHT.

Robert W. Steadman
ROBERT W. STEADMAN

SUBSCRIBED AND SWORN to before
me this 18th day of October, 1994.

Tricia L. Starker
Notary Public in and for
said County and State



MCDONALD & ASSOCIATES
A PROFESSIONAL CORPORATION
310 EAST CARSON, SUITE 302
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 363-3333
FAX (702) 363-3905

BETWEEN
STADMAN FAMILY TRUST, ROBERT W. STADMAN SR.
AND RON WILLIAMS AND EARL WILLIAMS.

A notarized list of all machinery located at Loose Road Yard and
Butler ranch (Gravel Pit) that is completely free and clear of any
prior loans will be consider sold to and the property of Stadman
Family Trust. (NO ROAD TRUCKS OR AUTOMOBILES ALLOW IN THIS AGREEMENT)

A notarized list of all machinery ^{own} own by Ron williams and wife
that has a lean against, or owed for, and to whom, an amount of
each item will be furnished to The Trust. The Family Trust does
not assume responsibilites of any loans or debts owed by the
williams Family.

A First trust Deed dated March 18th 1993 for \$300,000.00 will be
changed to \$500,000.00 at 12% intrest, At no time during the life
of this trust Deed, will there be any loans or mortgages placed on this
property or machinery by either party.

On December 18th 1993 a loan of \$200,000.00 was made
On March 2nd 1993 a loan of 15,000.00 was made
On March 18th 1993 a loan of 85,000.00 was made
On June 1st 1993 a loan of 30,000.00 was made
On June 8th ,993 a loan of 70,000.00 was made

when this First Trust Deed is paid in full, The Trust will give
the Machinery back to the rightfull owners.

Prior agreements stipulate the terms of repayments

STATE OF NEVADA)
COUNTY OF Clark)

SUBSCRIBED and SWORN to before me,

On this 8 day of June, 1993
personally appeared before me,
a Notary Public.

Robert W. Stadman

Earl Williams Ron Williams

personally known to me to be the
person whose name(s) is subscribed
to the above instrument who acknowledged
that they executed the instrument.

Hori Ann Burton
(Notary Public)

Robert W. Stadman
Robert W. Stadman

Ron Williams

Earl Williams

Earl Williams

F



and Robert W. Steadman, Trustee, Steadman Trust, herein called BENEFICIARY, whose address is
1891 Balzac Dr. Las Vegas Nev. 89115
(address and house) (city) (state) (zip code)

and CHICAGO TITLE AGENCY OF LAS VEGAS, A NEV. CORP. herein called TRUSTEE.

WITNESSETH That Trustee IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST,
 WITH POWER OF SALE, the property in Lincoln County, Nevada described as
 The East (KE), and
 the East Half (EK) of the West Half (W N) of section 24, and
 The East Half (E N) of the northwest Quarter (NE N) of section 25
 All in Township 11 South, Range 62 East, N.D.E.&M. Lincoln County, Nev.
 APN: 08-201-02

TOGETHER WITH the covenants, terms and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (2) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustee incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$30,000.00, amount by Trustee to four of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary for the then current course of said property, when evidenced by another promissory note (or notes) accepting it is so secured.

Five Hundred Thousand Dollars
 TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (26) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official records in the Office of the county recorder of the county where said property is located, noted below appears the name of such county, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	41887	274		Humboldt	11000	3	88	Wyo	4718	67	100
Churchill	10402	24	204	Lander	4172	5	720	County	7287	50	100
Douglas	2402	22	425	Lincoln	4120	6	407	Footsiding	3748	20	25
Ely	1489	40	348	Washoe	40700	704	221	Stevy	2822	8	110
Humboldt	2027	22	441	Ypa	2042	24	440	Walla Walla	10420	200	240-240
Spokane	2022	5	225	Almond	7000	10	210				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part thereof as fully as though set forth herein in length that he will observe and perform said provisions and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustee requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

STATE OF NEVADA,
 COUNTY OF Clark

on June 9, 1993, personally
 appeared before me, a Notary Public,
Earl Williams
Ruth Williams

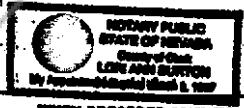
Earl Williams
 Earl C. Williams
Ruth Williams
 RUTH WILLIAMS

Signature: Lore Ann. Burton
 (Notary Public)

EXHIBIT
 SEVEN

who acknowledged that they executed the above instrument.

Title Order No. _____
 Renew or Loan No. _____



SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO

10-15-87
 and Robert W. Steadman, Trustee, Steadman Trust, herein called BENEFICIARY, whose address is
1891 Helzac Dr. Las Vegas Nev. 89115

and CHICAGO TITLE AGENCY OF LAS VEGAS, A NEV. CORP. herein called TRUSTEE.

WITNESSETH That Trustee IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada described as

The East (E 1/2), and
 the East Half (E 1/2) of the West Half (1/2 W 1/2) of section 24, and
 The East Half (E 1/2) of the northwest Quarter (NE 1/4) of section 25
 All in Township 11 South, Range 62 East, N.D.S.&M. Lincoln County, Nev.
 APN: 08-201-02

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provision incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustee incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$300,000.00, executed by Trustee in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) comprising it in its entirety.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (7) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official records in the Office of the county recorder of the county where said property is located, recited below appears the name of such county, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	02007	94		Nye	4747	47	100
Church	10402	24	101	Lincoln	41177	2	720
Douglas	24000	32	470	Lincoln	41201	9	467
Elko	14001	42	240	Washoe	40705	704	221
Esmeralda	24001	20	401	Lyon	00413	21	440
Harris	00002	2	200	Washoe	70010	10	204-207

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part thereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

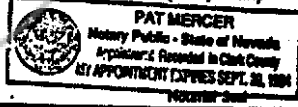
The undersigned Trustee requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

STATE OF NEVADA }
 COUNTY OF Clark }
 on 19 March, 1993 personally
 appeared before me, a Notary Public,
Earl C. Williams and
Ruth Williams

Earl C. Williams
 Earl C. Williams
Ruth Williams
 Ruth Williams

who acknowledged that they executed the above instrument.

Signature Pat Mercer
 (Notary Public)



Title Order No. _____
 Show on [] Fee No. 100297
 Notary Public - State of Nevada
 Earl C. Williams & Ruth Williams
 April 22, 1993
 10 MINUTES PAST 3 O'CLOCK
 P.M.

COPY

102615

FILED AND RECORDED AT REQUEST OF
McDonald & Associates

October 19, 1994

11:15 MINUTES PAST **4** O'CLOCK

2 P.M. IN BOOK **111** OF OFFICIAL

RECORDS, PAGE **321** LINCOLN
COUNTY, NEVADA.

Yuriko Sasser

COUNTY DEPUTY
By *Lelli Boucher*, Deputy