

BOOK 293 PAGE 160

THIS DOCUMENT IS BEING RERECORDED FOR THE LEGIBILITY OF THE NOTARY SEAL.

Loan No.: F-197676

NEVADA DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made the 30th day of January, 1999, between E. RAY OKELBERRY, A/KA EDWIN RAY OKELBERRY AND RAY OKELBERRY, AND SUE ANN OKELBERRY, HUSBAND AND WIFE; BRIAN OKELBERRY; AND ERIC OKELBERRY, whose mailing address is P. O. BOX 74, GOSHEN, UTAH 84633, herein called Grantor, CHARLES W. PRINCE, herein called Trustee, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation duly organized and existing under the laws of NEW YORK, whose mailing address is 1290 AVENUE OF THE AMERICAS, herein called Beneficiary;

4800557

WITNESSETH: That Grantor grants, transfers and assigns to Trustee in trust, with power of sale, that property in WHITE PINE COUNTY, NEVADA, described as:

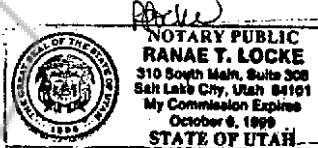
TOWNSHIP 10 NORTH, RANGE 70 EAST, M.D. BASE & MERIDIAN

- Section 14: W-1/2 NE-1/4; SE-1/4 NW-1/4; NE-1/4 SW-1/4
Section 22: E-1/2 NW-1/4; S-1/2 NE-1/4; NE-1/4 NE-1/4; N-1/2 SE-1/4; SW-1/4 SE-1/4; NE-1/4 SW-1/4; S-1/2 SW-1/4
Section 27: SW-1/4 SW-1/4
Section 28: SE-1/4 SE-1/4
Section 33: NE-1/4
Section 34: N-1/2 NW-1/4; SW-1/4 NW-1/4

EXCEPTING FROM the NE-1/4 NW-1/4 of Section 34, all uranium, thorium or any other material which is or may be determined to be particularly essential the production of fissionable materials as reserved by the United States of America, in patent recorded May 21, 1953, in Book 174, Page 293, Real Estate Records, White Pine County, Nevada.

FURTHER EXCEPTING FROM all of the above-described lands, one-half of all oil, gas minerals, geothermal resources, geothermal energy, coal, shale, sand and gravel, as reserved by John C. Carpenter, Jr., et ux, in deed recorded December 29, 1978, in Book 422, Page 177, Real Estate Records, White Pine County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all water and water rights used in connection therewith, all



Initials: E.R.O. & Brian, S. BOOK 293 PAGE 136

LJOK 295 PAGE 161

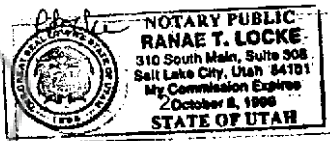
shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches; and also all the estate, right, title and interest, homestead, or other claim or demand, as well in law as in equity, which the Grantor now has or hereafter may acquire of, in, and to the said premises, or any part thereof, with the appurtenances, including but not limited to Big Springs Water Rights Permits #V01650, #V01651, and #V01652.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$2,250,000.00) with interest thereon according to the terms of a certain promissory note (which by reference is hereby made a part hereof) of even date herewith executed by Grantor, delivered to Beneficiary and payable to its order, and the performance and discharge of each and every obligation, covenant and agreement of Grantor herein contained; to have and to hold said property upon the following express trusts, to-wit:

1. That the Grantor agrees to pay the indebtedness with interest as in said note provided, and if default be made in the payment of any part thereof the Trustee on demand of the Beneficiary may foreclose this deed of trust in the manner provided by law, or by the terms of this deed of trust. In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this deed and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

2. That the Grantor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises, or any part thereof including the Trustee's or Beneficiary's interest therein and upon this deed of trust or the note or indebtedness secured hereby, provided that should the amount of said payments made for the Trustee or Beneficiary under this paragraph for taxes, assessments and other charges together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, Grantor shall not be liable to pay any of such excess over the highest lawful rate. In case the Grantor's obligation to make any of the payments required by this paragraph shall be deemed unlawful or legally inoperative, or in case the amount of such payments made for the Trustee or Beneficiary would constitute interest in excess of the maximum lawful rate, then and in any such case the entire indebtedness secured hereby shall at the option of the Beneficiary become immediately due and payable and this deed subject to foreclosure after six (6) months' written notice to the Grantor.

3. That the Grantor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this deed of trust. The Grantor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, re-extended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting



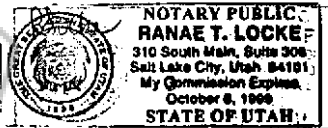
Initials: E.R.O. & Brian Q.
BOOK 142 PAGE 137

the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefore or issued to refund same.

4. That the Grantor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandmanlike manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Beneficiary. The Beneficiary shall have the right to inspect the premises at such reasonable times and intervals as the Beneficiary may desire, to determine the Grantor's compliance with the covenants contained in any paragraph of this deed of trust.

5. That the Grantor agrees to procure, maintain and deliver, premiums paid, to the Beneficiary policies of insurance against such hazards on the buildings now or hereafter located on said premises as the Beneficiary may from time to time require, in such companies and in such amount, and form and with such loss payable clauses as shall be satisfactory to the Beneficiary. The Beneficiary is authorized to assign and deliver said policies to any purchaser of this deed of trust or to the purchaser of said premises at any foreclosure sale. In event of loss the Beneficiary is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the Grantor shall be paid to the Beneficiary who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. That in the event the Grantor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises, or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim, or charge against said premises which might take precedence over the lien of this deed of trust, or to comply with the provisions of paragraph Fourth hereof, the Beneficiary may, without notice or demand, insure any of the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the Grantor to comply with the provisions of said paragraph Fourth, and the Grantor hereby agrees immediately to repay to the Beneficiary without notice or demand, any sums so paid with interest thereon at the rate of 10% per annum and all sums paid by the Beneficiary with interest shall become a part of the indebtedness secured hereby, and in default of immediate



Initials:
G.R.O. & Brian D.
Edith 142 138

BOOK 295 PAGE 163

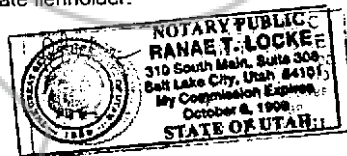
repayment thereof by the Grantor the whole indebtedness secured hereby shall at the option of the Beneficiary become due and payable forthwith without notice.

7. As additional security, Grantor hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable. In case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Grantor shall be entitled at any time, at its option, either by itself or by a Receiver to be appointed by a court therefor, to enter upon and take possession of the above granted premises, or any part thereof, and to do and perform such acts of repair, cultivation, protection or irrigation as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof and to collect and receive the rents, issues and profits thereof; also to prepare for harvest, harvest, remove and sell any crops that may be growing upon said premises (which rents, issues, profits and crops, present and future, are hereby assigned to the Trustee as further security, but which assignment Trustee agrees not to enforce so long as Grantor is not in default in payment of any sum or performance of any act to be made or performed hereunder, provided that in no event shall the Grantor collect any of said rents, issues and profits prior to accrual), and apply such rents, issues and profits, or the proceeds of the sale of any of said crops, in the manner hereinafter specified in respect of proceeds of sale of said premises, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general.

8. The Grantor promises to appear and defend any action or proceeding purporting to affect the interest of Beneficiary hereunder, or the said property or any part thereof, or the rights, powers and duties of the Trustee hereunder; and the Trustee or Beneficiary may likewise appear in and defend any such action or proceeding and take such action therein as either of them may be advised; and all costs and expenses, including costs of evidence of title, and reasonable attorney fees incurred or expended by the Beneficiary or Trustee in such action or proceeding, shall become immediately due from the Grantor to the Beneficiary or Trustee when so incurred or expended, and shall bear interest until paid at the rate of ten per cent (10%) per annum, and shall be secured hereby.

In the event that any action or proceeding is brought to exercise the right of eminent domain on said property, or any part thereof, the Grantor agrees to pay to the Beneficiary all sums received by him as compensation or damages for the condemnation of said property, or any part thereof, and said sum shall be applicable to the payment of the indebtedness secured hereby, whether due or not, or refunded to the Grantor, at the option of the Beneficiary.

9. That the Beneficiary may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the Beneficiary compared to any subordinate lienholder.



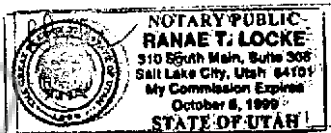
Initials:
E. Locke & Brian O.
S.D. BOOK 295 PAGE 139

10. That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the Grantor does hereby transfer, set over, assign and pledge to the Beneficiary the lessor's interest and estate in all leases, including, but not limited to gas, oil and mineral leases, now or hereafter affecting the said premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this deed of trust the Beneficiary is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the Grantor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the Beneficiary therefor.

11. The Grantor further agrees that the entire indebtedness secured by this trust deed shall become and immediately be due at the option of the Beneficiary if by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the Grantor, or of any of his property, shall be appointed and shall not have been discharged within sixty (60) days, or, if, by decree of such a court, the Grantor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered, and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Grantor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the Grantor, as now or hereafter in effect, shall be filed against the Grantor and shall not be dismissed within sixty (60) days after such filing, or the Grantor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against him under any such law, or if (without limitation of the generality of the foregoing) the Grantor shall file a petition for an arrangement or to reorganize the Grantor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the Grantor, as now or hereafter in effect, or if the Grantor, shall institute any proceeding of the dissolution or liquidation of the Grantor, or if the Grantor shall make an assignment for the benefit of his creditors, or shall admit in writing his inability to pay his debts generally as they become due, or shall consent to the appointment of a Receiver, or Trustee, or Liquidator of the Grantor, or of all or any part of his property.

12. If breach or default be made in the prompt payment, when due, of any sum secured hereby or in the performance of any promise contained herein, or contained in any conveyance under which said Grantor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice and the Trustee may, at its option bring an action in any court of competent jurisdiction to foreclose this instrument as a mortgage or to enforce any of the covenants hereof, or the Beneficiary or Trustee may record in the office of the County Recorder of the county or counties wherein said property or any part thereof is situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the



Initials:
E.L.O. & Brian, O.
Ed *BEIN* *AA2* *140*

E OK 295 PAGE 165

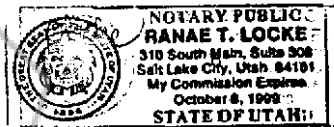
sale or sales of real property under execution, and without demand on Grantor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any person, including, Grantor, Trustee or Beneficiary, may purchase at such sale. Grantor hereby agrees to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, the Grantor hereby agrees to pay the expenses of such sale and of this trust, and compensation of the Trustee in an amount equal to one per cent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to five per cent (5%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report as to the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by the Grantor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as the Beneficiary in the exercise of its absolute discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

13. The Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the county or counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or successors or new Trustee, who shall have all the estate, powers, duties, rights and privileges of the predecessor Trustee.

14. All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto, respectively. All obligations of each Grantor hereunder are joint and several. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

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

16. Grantor shall not suffer any waste of the premises and will not permit or conduct either the generation, treatment, storage or disposal of hazardous waste, as defined in the



Initials:
E. L. O. & Brian, O.
Ed. 309 E. 142 141

BOOK 295 PAGE 166

Resource Conservation and Recovery Act, or the disposal on the premises of petroleum or any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and will perform all remedial actions reasonably necessary as the result of the presence of any such hazardous wastes, petroleum or hazardous substances on, at or near the premises. Grantor shall be personally liable for any loss, damage, or liability suffered by the mortgagee due to the presence of any such hazardous waste, petroleum or hazardous substance at, on or near the property, and trustor shall be liable for compliance (and for costs associated therewith) with any directive or order by any governmental entity relating to the presence of any such hazardous waste, petroleum or hazardous substance on, at, or near the property. Grantor will deliver promptly to the mortgagee, (i) copies of any documents received from the United States Environmental Protection Agency and/or state, county or municipal environmental or health agency concerning the grantor's operations upon the premises; and (ii) copies of any documents submitted by the grantor to the United States Environmental health agency concerning its operations on the premises.

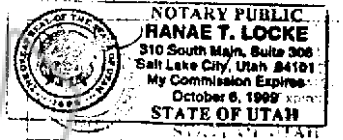
17. Grantor, its successors and assigns and each of them, represent and warrant that the property involved in this transaction does not represent the proceeds of some form of unlawful activity under any state, federal or foreign law.

18. Notwithstanding any provisions in this Deed of Trust to the contrary, Grantor does not waive any rights whatsoever provided by NRS Chapter 107 or NRS Chapter 40 pertaining or relating to the foreclosure of the lien hereby granted.

19. **CROSS DEFAULT.** This Mortgage or Deed of Trust (hereinafter referred to as Mortgage) is given in connection with a loan which Lender has made to Borrower SECURED BY A MORTGAGE OR DEED OF TRUST ON PROPERTY LOCATED IN THE STATES OF UTAH AND WYOMING. Upon (a) the occurrence of a default under this Mortgage or any of the other documents or instruments relating hereto (the "Loan Documents"), OR (B) THE OCCURRENCE OF A DEFAULT UNDER ANY OF THE OTHER MORTGAGES OR DEEDS OF TRUST OR INSTRUMENTS RELATING THERETO (COLLECTIVELY THE "OTHER LOAN DOCUMENTS"), then in any such event, Lender may declare all of the principal, interest and other sums which may be outstanding under the Note, MORTGAGE OR OTHER LOAN DOCUMENTS (COLLECTIVELY, THE "INDEBTEDNESS") to be immediately due and payable without further demand, and Lender may exercise any and all rights and remedies provided in ANY OF this Mortgage OR ANY OTHER Loan Documents, whether or not Lender exercises its right to accelerate the Indebtedness secured by this Mortgage OR the Loan Documents.

The Total Property (which shall be the "Property" as that term is defined herein, together with the "Property," as that term is defined in the OTHER Loan Documents) shall secure to Lender the payment of the Indebtedness and the performance of the covenants and agreements set forth in this Mortgage and the OTHER Loan Documents, all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property.

In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage OR THE OTHER Loan Documents, Lender shall be allowed to enforce the payment of the Indebtedness and performance of the Obligations, and to exercise all of the rights, remedies and powers provided



Initials:
E.R.O. & Brian, D.
S.O. BOOK 295 PAGE 142

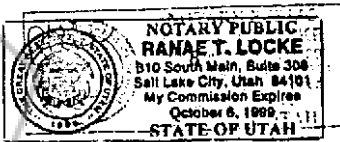
LJOK 995 PAGE 167

under this Mortgage or any of the OTHER Loan Documents, OR ANY OF THEM, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcels of the Total Property in such order and manner as Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage, OR the OTHER Loan Documents, OR ANY OF THEM against any one or more parcel of the Total Property, whether by court action, power of sale, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage OR ANY OF THE OTHER Loan Documents, OR ANY OF THEM, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Borrower, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of any amount which Borrower may owe to Lender, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note secured hereby or ANY OF THE OTHER Loan Documents. Borrower waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage OR ANY OF THE OTHER Loan Documents. in any particular manner or order or in any particular state or county. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings or by power of sale in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceeding has been commenced elsewhere with respect to the same or any other part of the Total Property.

Any release of this Mortgage with respect to any one parcel of the Total Property shall not in any event prevent or impair Lender from enforcing all of its rights and remedies with respect to any other parcel of the Total Property. Borrower shall pay Lender's reasonable costs incurred in releasing this Mortgage.

Lender shall have the right to determine the order in which any or all of the Total Property shall be subjected to the remedies provided in this Mortgage OR any of the OTHER Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Mortgage or any of the Loan documents.

COUNTERPARTS. This Mortgage and THE other mortgages WHICH ARE INCLUDED IN THE OTHER LOAN DOCUMENTS are being executed in counterparts for concurrent recording in the county in which any parcel of the Total Property which this loan secures is located. All of the counterparts shall in all respects be deemed to be original documents, and only one such counterpart need be deposited, produced or introduced in making proof thereof or in any proceeding, whether judicial or nonjudicial, where production, deposit or introduction of this Mortgage is necessary or desirable, except to the extent that local law requires the



Initials:
E.L.O. & Brian O.
SO *143*

BOOK 295 PAGE 168

production of the original Mortgage as a prerequisite to the enforcement of Lender's rights thereunder.

If the lien of this Mortgage or any other of the Loan Documents is invalid or unenforceable as to any parcel of the Total Property, the unsecured or partially secured portion of the Indebtedness secured by this Mortgage or any other of the Loan Documents shall be completely paid prior to the payment of the remaining secured or partially secured portions of such Indebtedness.

20. Notwithstanding any provisions in this Deed of Trust to the contrary, Grantor does not waive any rights whatsoever provided by NRS Chapters 107.080, 40.430, 40.433, 40.435, 40.440, 40.450, 40.451, 40.453, 40.455, 40.457 and 40.459.

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

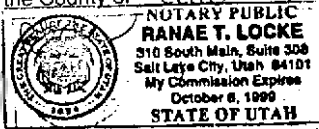
E. Ray Okelberry (Seal)
 E. RAY OKELBERRY, A/K/A EDWIN RAY
 OKELBERRY AND RAY OKELBERRY, AND SUE
 ANN OKELBERRY, HUSBAND AND WIFE;
Sue Ann Okelberry (Seal)
 SUE ANN OKELBERRY
Eric Okelberry (Seal)
 ERIC OKELBERRY
Brian Okelberry (Seal)
 BRIAN OKELBERRY

STATE OF UTAH)
) UTAH) SS:
 COUNTY OF WASATCH)

On this 28 of January in the year nineteen hundred and ninety-nine, before me, the undersigned, a Notary Public in and for said County, personally appeared E. Ray Okelberry, a/k/a Edwin Ray Okelberry and Ray Okelberry, and Sue Ann Okelberry, husband and wife, Brian Okelberry, and Eric Okelberry, known to me to be the persons whose names subscribed to the within instrument, and 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 at my office in the said County of UTAH the day and year in this certificate first above written.

Ranae T. Locke Notary Public in and for
 the County of Utah State of Utah.



Initials:
E.R.O. & Brian, O.
S.A. 442 144

BOOK 295 PAGE 169

Indexed as Trust Deed and Assignment of Rents

Deed Of Trust
With Assignment of Rents
(Nevada)

Loan Number 197676

Application Number _____

From

E. RAY OKELBERRY, A/K/A EDWIN RAY OKELBERRY AND RAY OKELBERRY, AND SUE ANN OKELBERRY, HUSBAND AND WIFE; BRIAN OKELBERRY; AND ERIC OKELBERRY

To

CHARLES W. PRINCE

As Trustee For

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

UNITED STATES

State of Nevada

County of White Pine

Filed for record the ___ day of

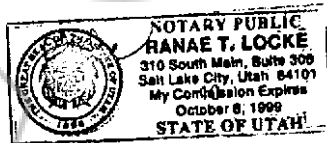
_____, 19___, at ___ o'clock

___ M., and Recorded in Book _____

On Page _____

_____, 19___

Fees \$ _____



Initials:

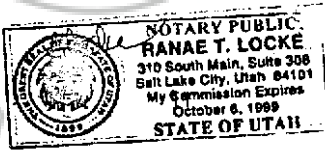
E. R. O. & Brian O.
S.D. Encl. 142 ... 145

BOOK 225 PAGE 170

RETURN TO:

Lend Lease Agri-Business, Inc.
P. O. Box 410379
St. Louis, MO 63141

Deed of Trust w/Assignment-Nevada
W1029Q rvsd 6/94
L:MTG_DOTWV_DOT



Initials:

E.L.O. x Brian O.

LO.

E.O. 142 146

BOOK ~~995~~ PAGE 171

304646

#1800 #304646
FEE 18 FILE 304646
FILED FOR RECORD
AT THE REQUEST OF
First American Title
'99 FEB -1 P4:27

RECORDED ~~275~~ PAGES 160-171
JCS PETHILL
WHITE PINE COUNTY RECORDER

XL

NO. 112876

FILED AND RECORDED AT REQUEST OF
FIRST AMERICAN TITLE
JUNE 1, 1999
AT 26 DEANARD STREET 12 O'CLOCK
PM SUE COOK 142 OF OFFICIAL
RECORDS PAGE 136 LINCOLN

J. Bouchy
COUNTY RECORDER

BOOK 142 PAGE 147