

WHEN RECORDED MAIL TO:

Ralph B. Erb, Jr.

Attorney at Law

P.O. Box 845

Emmett, Idaho 83617

171868

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of February,  
1999  
~~1998~~, by and between RUBY HILL RANCH, LLC, as Trustor, and STEWART  
TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and  
CHURCH OF THE NAZARENE EUREKA NEVADA/INTERMOUNTAIN DISTRICT ADVISORY  
BOARD, CHURCH OF THE NAZARENE, INC., as Beneficiary;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys  
and confirms unto the said Trustee, and to its successors and  
assigns, with power to sell, the following described real property  
situate in the County of Eureka, State of Nevada, more particularly  
described as follows:

All that certain property situate in the County of  
Eureka, State of Nevada, and more particularly  
described in Exhibit "A" attached hereto and made a  
part hereof by reference.

TOGETHER with any and all improvements situate thereon.

SUBJECT to all taxes, assessments, reservations,  
exceptions, and all easements, rights of way, condi-  
tions, restrictions and covenants as may now appear of  
record.

TOGETHER with the tenements, hereditaments and appur-  
tenances thereunto belonging or appertaining, and the  
reversion and reversions, remainder and remainders,  
rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its  
successors and assigns, upon the trusts, covenants and agreements

-1-

ROSS P. EARDLEY

ATTORNEY AT LAW

489 IDAHO STREET

ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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65C VICT6

herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$10,000.00, bearing interest from the date thereof at the rate of 7.5% per annum, said principal sum and interest being payable in annual installments, as more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiary and payable at Eureka, Nevada, or wherever else said Beneficiary in writing designates. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The

Trustor may make such alterations or improvements as it may desire on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or its duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that it will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2(\$0.00), 3, 4(7.5%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall

operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or

other paper or document believed to be genuine and signed by the proper parties.

10. So long as there is any balance owing in connection with this Deed of Trust, if all or any part of the above described property, or any interest therein, is sold or transferred by the Trustor, the unpaid balance owing on the Promissory Note secured hereby shall be due and payable in full, and the Trustor promises to pay the Beneficiary in full prior to, or concurrent with, any such sale, unless prior, written waiver of this clause shall be obtained by the Trustor from the Beneficiary. The Beneficiary shall not unreasonably withhold such written waiver.

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

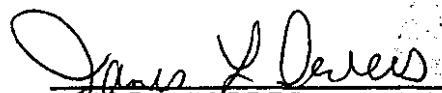
RUBY HILL RANCH, LLC

By   
WILLIAM A. CRANE, Member

By   
JOHN A. GOURLEY, Member

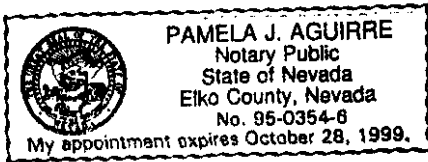
STATE OF Michigan )  
COUNTY OF Saginaw ) : SS.

This instrument was acknowledged before me on January 7,  
1998, by WILLIAM A. CRANE, as a Member of RUBY HILL RANCH, LLC.

  
NOTARY PUBLIC Janis L. Devers  
Bay County Acting in Saginaw County, M  
-5- My commission expires: 11-13-00

STATE OF NEVADA)  
: SS.  
COUNTY OF ELKO )

This instrument was acknowledged before me on January 28,  
<sup>1999</sup>  
~~1998~~, by JOHN A. GOURLEY, as a Member of RUBY HILL RANCH, LLC.



  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of Eureka, described as follows:

Beginning at the Northwest Corner of Lot 7, Section 21,  
TOWNSHIP 20 NORTH, RANGE 53 E, M.D.B.&M.

THENCE North 89°20'41" East, 19.30 feet;

THENCE South 19°02'51" East, 760.12 feet along the West  
right-of-way line of State Route 51;

THENCE South 89°16'20" West, 262.09 feet;

THENCE North 00°25'15" West, 721.63 feet to the point of  
beginning and being a portion of Lot 7, Section 21, TOWNSHIP 20  
NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said  
land as reserved by the UNITED STATES OF AMERICA in Patent  
recorded September 30, 1965, in Book 8, Page 463, as Document  
No. 41311, in Eureka County, Nevada.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
99 FEB -1 AM 10:49

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 13.00

171868

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