

RECORDING REQUESTED BY:  
First American Title Company of Nevada  
331 7<sup>th</sup> Street  
Elko, Nevada 89801

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 14<sup>th</sup> day of September, 1999, by and between Everett L. Manley and Candace L. Manley, husband and wife, of Eureka County, Nevada, hereinafter called the Grantor; Stewart Title of Northeastern Nevada, a Nevada corporation, hereinafter called the Trustee; and Fish Creek Ranch, LLC, a Nevada limited liability company, hereafter called the Beneficiary; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

### WITNESSETH:

THAT WHEREAS, the Grantor is indebted to the Beneficiary in the sum of One Hundred Thirty-Nine Thousand Five Hundred Dollars (\$139,500.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantor to Beneficiary, which Note is in the words and figures as follows to-wit:

\_\_\_\_\_

\_\_\_\_\_

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ATTORNEYS AT LAW  
P.O. BOX 389  
ELKO, NEVADA 89801-0389

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PROMISSORY NOTE

\$139,500.00

Elko, Nevada, September 24, 1999

FOR VALUE RECEIVED, the Makers jointly and severally promise to pay to the order of Fish Creek Ranch, LLC, a Nevada limited liability company, at Eureka, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of One Hundred Thirty-Nine Thousand Five Hundred Dollars (\$139,500.00), together with interest on the declining balance to accrue at the rate of seven percent (7%) per annum from the date hereof until paid, all in the manner following, to-wit:

Accrued interest only to date of payment shall be payable annually, commencing one year from date hereof.

The entire balance of principal, together with accrued interest to date of payment, is due in full on or before ten (10) years from date hereof.

The Makers may, at their option, make payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments but the Makers shall in all events pay at least the aforesaid sums according to the above schedule.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holder may, at its option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holder's reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date herewith which contains, among others, a due on sale clause.

/s/ Everett L. Manley  
Everett L. Manley

/s/ Candace L. Manley  
Candace L. Manley

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NOW, THEREFORE, the Grantor, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Township 18 North, Range 48 East, MDB&M

Section 14: E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$   
SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$   
NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$   
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 23: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$

**TOGETHER WITH** all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (None), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary to the Grantor.

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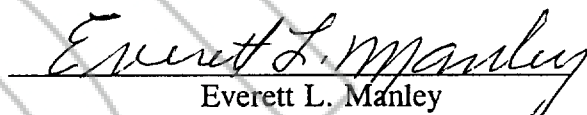
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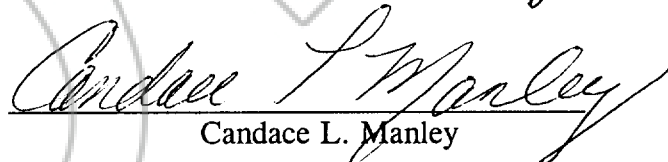
Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands as of the day and year first hereinabove written.

  
Everett L. Manley

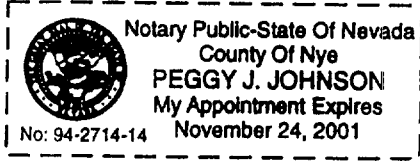
  
Candace L. Manley

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STATE OF NEVADA, )  
 ) SS.  
COUNTY OF ~~ELKO~~ *nye* )

On Sept 14, 1999, personally appeared before me, a Notary Public, Everett L. Manley and Candace L. Manley, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.



*Peggy J. Johnson*  
NOTARY PUBLIC

99081141.jas  
September 1, 1999

Beneficiary address:

Fish Creek Ranch, LLC  
2961 Industrial Road, #500  
Las Vegas, NV 89109

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Just American Title*  
99 SEP 24 PM 1:37

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES *11.00*

**173030**

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