

RECORDING REQUESTED BY:
Wilson and Barrows, Ltd.
442 Court Street
Elko, NV 89801

174990

A.P.N.

Portion of 008-210-02

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 2 day of ~~July~~^{August} 2000,
by and between Wesley A. Sayler and Sonja K. Sayler, spouses, of Taylorsville, Utah,
hereinafter called the Grantors; Stewart Title of Northeastern Nevada, a Nevada corporation,
hereinafter called the Trustee; and Fish Creek Ranch, LLC, a Nevada limited liability company,
of Eureka, Nevada, hereafter called the Beneficiary; it being understood that the words used herein
in any gender includes all other genders, the singular number includes the plural, and the plural
the singular,

WITNESSETH:

THAT WHEREAS, the Grantors are indebted to the Beneficiary in the sum of
ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED NINETY-SIX DOLLARS
(\$141,696.00), lawful money of the United States, and have 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 Grantors to Beneficiary, which Note is in the words and figures as follows:

00211236

PROMISSORY NOTE

\$141,696,000.00

Elko, NV, July ____, 2000.

FOR VALUE RECEIVED, the Makers promise to pay to the order of **Fish Creek Ranch, LLC**, a Nevada limited liability company, at Elko, Nevada, or wherever payment may be demanded by the holders of this Note, the sum of **ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED NINETY-SIX DOLLARS (\$141,696.00)**, together with interest on the declining balance to accrue at the rate of seven per cent (7%) per annum from the date hereof until paid, all in the manner following:

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 years from date hereof.

The Makers may, at their option, make additional 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 sums required by the above payment 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 holders may, at their 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's fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust.

/s/ Wesley A. Sayler
Wesley A. Sayler

/s/ Sonja K. Sayler
Sonja K. Sayler

WILSON AND BARROWS, LTD. BOOK 336 PAGE 35
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

NOW, THEREFORE, the Grantors, 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 Grantors, 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 Grantors 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:

TOWNSHIP 17 NORTH, RANGE 50 EAST, M.D.B. & M.

Section 30: E $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$

TOGETHER WITH any 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.

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, and all other means for the diversion of use of water appurtenant to the land or any part thereof, for irrigation, stockwatering, domestic or any other use including but not limited to Proof No. 01160.

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 (100% replacement cost), 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 Grantors.

Grantors, in consideration of the premises, hereby covenant and agree 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 Grantors expressly covenant and agree 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 Grantors have hereunto set their hand as of the day and year first hereinabove written.

Wesley A. Sayler
Wesley A. Sayler

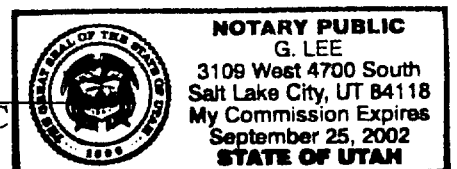
Sonja K. Sayler
Sonja K. Sayler

STATE OF ~~NEVADA~~, Utah)
COUNTY OF ~~ELKO~~) ss.
SALT LAKE

On July 26th, 2000, personally appeared before me, a Notary Public, Wesley A. Sayler and Sonja K. Sayler 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.

00070611.PP
July 24, 2000

G Lee
NOTARY PUBLIC



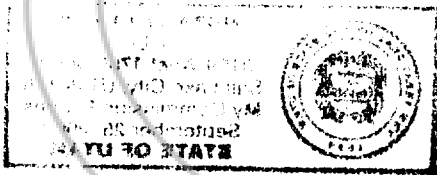
WILSON AND BARROWS, LLP
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

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BOOK 336 PAGE 034
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
00 AUG -2 PM 4:09

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

174990



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