

WHEN RECORDED MAIL TO:  
Fish Creek Ranch, LLC  
2961 Industrial Road #500  
Las Vegas, Nevada 89109

175132

**RECORDING REQUIRED BY:**

Wilson and Barrows, L  
442 Court Street  
Elko, NV 89801

A.P.N.: Portion of 008-160-01  
Master: 008-320-02

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into as of the 30 day of August 2000, by and between **Hett E. Roberts and Pamela Lee Roberts**, spouses, of Scotts Valley, California, hereinafter led the Grantors; Stewart Title Company of Northeastern Nevada, hereinafter called the Tree; and **Fish Creek Ranch, LLC**, a Nevada limited liability company, of Las Vegas, Nevada, 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,

002114733

**WITNESSETH:**

THAT VEREAS, the Grantors are indebted to the Beneficiary in the sum of **THREE HUNDRED TRTY-THREE THOUSAND DOLLARS (\$333,000.00)**, lawful money of the United States, andve agreed to pay the same according to the terms and tenor of a certain Promissory Note of ev date herewith, and made, executed and delivered by Grantors to Beneficiary, which Nots in the words and figures as follows:

\_\_\_\_\_

\_\_\_\_\_

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ATTORNEYS AT LAW  
442 Court St.  
ELKO, NEVADA 89801

BOOK 336 PAGE 541

# PROMISSORY NOTE

\$333,000.00

Las Vegas, Nevada, August 30, 2000.

**FOR VALUE RECEIVED**, the Makers promise to pay to the order of **Fish Creek Ranch, LLC**, a Nevada limited liability company, at Las Vegas, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of **THREE HUNDRED THIRTY-THREE THOUSAND DOLLAR (\$333,000.00)**, 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 on or before one year after closing date and annually thereafter until seven years after closing date, at which time the entire principal and interest balance shall be paid in full.

The Makers may, at the option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Additional payments shall not be cumulative payments, but shall in all events, be at least the sums required by the 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 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's fees 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.

/s/ Hallett E. Roberts  
**Hallett E. Roberts**

/s/ Pamela Lee Roberts  
**Pamela Lee Roberts**

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BOOK 336 PAGE 542

**NOW, TEREFORE**, the Grantors, for the purpose of securing the payment of the Promissory Note, aalso the payment of all monies herein agreed or provided to be paid by the Grantors, or which y be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrunt, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Tree all of the right, title and interest, claim and demand, as well in law as in equity, which the Cntors may now have or may hereafter acquire of, in or to the following described real propertytuate in the County of Eureka, State of Nevada, and being more particularly described aollows:

See Exhibit A atthed hereto and made a part hereof.

**TOGETHER WH** all buildings and improvements situate thereon.

**TOGETHER WH** the tenements, hereditaments and appurtenances thereunto belonging or in awise appertaining, and the reversion and reversions, remainder and remainders, us, issues, and profits thereof.

**TOGETHER WH** all water, water rights, rights to the use of water, dams, ditches, canals, pline, reservoirs, and all other means for the diversion or use of waters appurten. to said property or any part thereof, or used or enjoyed in connection thereh, and together with all stockwatering rights used or enjoyed in connection with use of any of said lands, including but not limited to Proof No. 09272.

**TOGETHER WH** all of Grantor's right, title and interest in mineral rights upon or within the abc-described property, and their lessors' interest in any mineral leases which maxist upon the aforesaid mineral rights.

**TO HAVAND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and to its s:essors and assigns, for the uses and purposes herein mentioned.

The follong covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 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 or 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.

The Beneficiary agrees that the Trustee will reconvey from this Deed of Trust parcels of real property created by Grantors under the following conditions:

- (1) Grantors must not be in default on the Deed of Trust.
- (2) Grantors shall notify Beneficiary and the Trustee in writing of the selected parcels, including their acreage.

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BOOK 336 PAGE 544

- (3) The reconveyance shall be subject to the prior consent of Beneficiary, which shall not be unreasonably withheld.
- (4) Beneficiary shall promptly send written notice of its consent or rejection to the Grantors and Trustee.
- (5) Grantors shall pay \$15,000.00 minimum for each reconveyance, plus \$1,500.00 more for each acre, or part thereof in excess of ten acres. All payments shall be applied first to accrued interest and the balance to principal.
- (6) The Trustee will reconvey the selected parcel upon receipt of the Beneficiary's consent and the Grantors' payment.

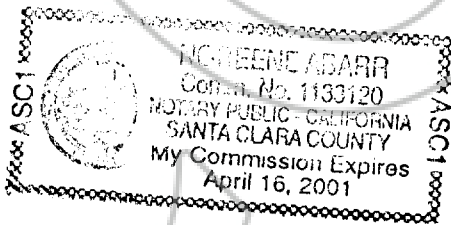
IN WITNESS WHEREOF, the Grantors have hereunto set their hand as of the day and year first hereinabo written.

H. Hallett Roberts  
**Hallett E. Roberts**  
Pamela Lee Roberts  
**Pamela Lee Roberts**

STATE OF Calif.  
 COUNTY OF Santa Clara ss.

On August 30, 2000, personally appeared before me, a Notary Public, **Hallett E. Roberts** and **Pamela Lee Roberts** 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.

00080881.PP  
 August 25, 2000



Notary Adarr  
 NOTARY PUBLIC

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

BOOK 336 PAGE 545

LEGAL DESCRIPTION

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

TOWNSHIP 18 NOR, RANGE 54 EAST, M.D.B.&M.

Section 18: SW1/4NW1/4; NE1/4SW1/4; NW1/4SE1/4; S1/2SE1/4; Lot 2;  
Section 19: NE1/4; SE1/4NW1/4; N1/2SE1/4;  
Section 20: W1/2NW1/4; N1/2SW1/4; SE1/4NW1/4; Lot 1;

EXCEPTING FROM 1 those parcels shown in TOWNSHIP 18 NORTH,  
RANGE 54 EAST, D.B.&M., except the NE1/4NE1/4 of Section 19,  
the SE1/4NW1/4, ot 1, NW1/4NW1/4 and the NE1/4SW1/4 of Section  
20, all the coand other minerals as reserved in Patent  
executed by THENITED STATES OF AMERICA, recorded August 17,  
1932 in Book 21f Deeds at Page 89, Eureka County, Nevada,  
records.

336 PAGE 541  
SOCIAL RECORDS  
RECORD AT THE REQUEST OF  
*Start Title*  
00 P - 5 PM 2:47  
EUREKA COUNTY NEVADA  
M.N. DALEATI, RECORDER  
FEE \$ 12 00  
FILED  
**17512**

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(7/88)

BOOK 336 PAGE 546

EXHIBIT  
**A**