

When recorded mail to  
Fish Creek Ranch  
Attn: Luke Wise  
P.O. Box 864  
Eureka, NV 89316

**175606**

**RECORDING REQUESTED BY:**

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

A.P.N.: 008-390-02  
Master A.P.N. 008-320-02

**DEED OF TRUST**

**THIS DEED OF TRUST**, made and entered into as of the 16 day of November 2000, by and between **Cford L. Bach and Jacqueline M. Bach**, husband and wife, of Cold Creek, Nevada, hereinafter called the Grantors; **Stewart Title Company of Northeastern Nevada**, hereinafter called the Trustee; 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 order include 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 SIXTY-NINE THOUSAND, NINE HUNDRED SIXTY-THREE DOLLARS and TWENTY CENTS (69,963.20)** lawful money of the United States, and have agreed to pay the same according to 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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0021623

# PROMISSORY NOTE

\$169,963.20

Las Vegas, Nevada, November 16 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 **ONE HUNDRED SIXTY-NINE THOUSAND, NINE HUNDRED SIXTY-THREE DOLLARS and TWENTY CENTS (\$169,963.20)**, together with interest on the declining balance to accrue at the rate seven per cent (7%) per annum from the date hereof until paid, all in the manner following:

Accrued interest only on or before one year after closing date and annually thereafter until ten years after date hereof, at which time the entire principal and interest balance shall be paid in full.

The Makers may, at their 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 minimums 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 payment of any sum of principal or interest, or both, due hereunder, according to the terms and conditions 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'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/ Clifford L. Bach  
**Clifford L. Bach**

/s/ Jacqueline M. Bach  
**Jacqueline M. Bach**

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

See Exhibit A attach hereto and made a part hereof.

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

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

**TOGETHER WITH** all water, water rights, rights to the use of water, dams, ditches, canals, pipeline, reservoirs, and all other means for the diversion or use of waters appurtenant to said property or any part reof, or used or enjoyed in connection therewith, and together with all stockwatering rig used or enjoyed in connection with the use of any of said lands, including but not lired to Permit No. 2948.

**TOGETHER WITH** all of Grantors' right, title and interest in mineral rights upon or within the above-described operty, and their lessors' interest in any mineral leases which may exist upon the aforesd mineral rights.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and to its successand 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 N1107.030, are hereby adopted and made a part of this Deed of Trust.

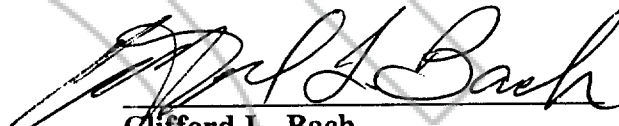
This Deed dtrust also secures payment for further sums and the Promissory Notes evidencing the same, toget with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary the Grantors.

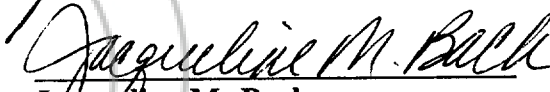
Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, nor hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust 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 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 alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not commit or permit any waste of the same; or
- D. Not do any other act or omit to do any other act which results, or is likely 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.

  
Clifford L. Bach

  
Jacqueline M. Bach

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442 Court St.  
ELKO, NEVADA 89801

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LEGAL DESCRIPTION

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

TOWNSHIP 18 NORTH RANGE 48 EAST, M.D.B.&M.

Sections 27 and 34: H.E. Survey No. 86 embracing a portion of S1/2 of  
Section 27 and the N1/2 of Section 34, more  
particularly described as follows:

Beginning at Corr No. 1, from which U.S. Location Monument  
No. 253 bears S66°42' East 1.56 chains distant;

THENCE North 26°; West 69.97 chains to Corner No. 2;

THENCE North 9°1 West 17.37 chains to Corner No. 3;

THENCE North 87° East 7.72 chains to Corner No. 4;

THENCE South 22° East 86.81 chains to Corner No. 5;

THENCE West 7.36 chains to Corner No. 1, the place of  
beginning, and being the same parcel conveyed by THE UNITED  
STATES OF AMERICA to GEORGE WILLIAMS by Land Patent dated May  
19, 1916, and recorded in Book 18 of Deeds at Page 159, Eureka  
County, Nevada, cords.

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title Co*  
00 NOV 16 PM 2:34

EUREKA COUNTY NEVADA  
MIN. REBALANCE RECORDER  
FILE NO. FEES 12<sup>00</sup>

75606

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