

RECORDING REQUEST BY:

A.P.N: 008-120-02

Stewart Title Company
Northeastern Nevada
810 Idaho Street
Elko, Nevada 89801

176383

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 23rd day of March, 2007 and between B. G. Tackett and Robin Ann Tackett, husband and wife, of Woodland, California, hereinafter called Grantors; 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 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 Forty Thousand Dollars (\$0,000.00), 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 to-wit:

01210318

PROMISSORY NOTE

\$40,000.00.

Elko, Nevada, March 23, 2001.

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 Forty Thousand Dollars (\$40,000.00), 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:

\$5,695.10 on or before one year from date hereof, and a like sum on or before the same day of each and every year thereafter until the entire balance of principal, together with accrued interest, has been paid in full. Said yearly payments shall be applied first to accrued interest to date thereof and the remainder upon principal.

The Makers may, at the 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 each Maker shall in all events, pay at least the sums required by the above payment schedule.

The Makers and endorser waives 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 his 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.

/s/ B. G. Tackett

B. G. Tackett

/s/ Robin Ann Tackett

Robin Ann Tackett

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, do 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 Elko, State of Nevada, and being more particularly described as follows, to-wit:

④ Township 8 North, Range 50 East, MDB&M

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

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 reversion remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all mineral rights, including oil and gas rights owned by the Grantors.

TOGETHER WITH all water, water rights, rights to the use of water, dams, dikes, canals, pipelines, reservoirs, wells, pumps, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwater, domestic or any other use including but not limited to numbers 12171 and 12176.

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 107.036 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 upon 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 therein 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 extended;
- B. Not to alter, remove or change the present use of the same without their 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 the event Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein, shall be divested of their title or any interest therein in any manner or way, whether voluntary involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured here, irrespective of the maturity date specified in any Note evidencing the same, immediately due & payable.

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

B. G. Tackett

B. G. Tackett

Robin Ann Tackett

Robin Ann Tackett

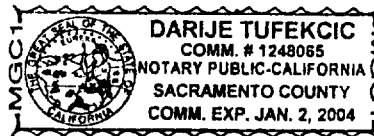
STATE OF CA)
) SS.
COUNTY OF SACRAMENTO)

On 20th MARCH, 2001, personally appeared before me, a Notary Public, B. G. Tackett and Robin A Tackett, 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.

Darije Tufekcic
NOTARY PUBLIC

01030161.jas
March 14, 2001

BOOK 340 PAGE 524
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
01 MAR 3 PM 1:47



EUREKA COUNTY NEVADA
M.N. RELEATI, RECORDER
FILE # _____ FEES 11.00

176383