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DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 18th day of ~~11th~~ December, 2004, by and between MORGAN S. PORTER and JUDITH M. PORTER, husband and wife, and MARK J. NELLO, a single man, as Trustors, and STEWART TITLE OF NORTH-EASTERN NEVADA, a Nevada Corporation, as Trustee, and ANTHONY JOSEPH MARIANO, JR. and BEVERLY JEAN MARIANO, husband and wife, as joint tenants with right of survivorship, as Beneficiaries;

WITNESSETH:

That the said trustors hereby grant, bargain, sell, convey and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real and personal property situated in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP NORTH, RANGE 54 EAST, MDB&M.

Section 4: L¹ 3 and 4; S¹/₂NW¹/₄; SW¹/₄

CS

EXCEPTING HEREFROM all oil, gas, potash and sodium in said land, reserved by UNITED STATES OF AMERICA, in Patent recorded June 26, 1964, in Book Page 318, of Official Records, Eureka County, Nevada.

SUBJECT to exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record.

TOGETHER with any and all buildings and improvements situate thereon, including the existing irrigation system.

TOGETHER with a certain 1990 Champion Park River Mobile Home, 28' x 66', Serial No. 16077914AB, and all accessories and attachments thereto and left on said premises, including the refrigerator/freezer.

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ROSS P. EARDLEY

ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

TELEPHONE (775) 738-4046 - FAX (775) 738-6286

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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 the diversion or use of water appurtenant to the said land or any part thereof, irrigation, stockwater, domestic or any other use, including, but not limited to, roof No. 10957.

TOGETHER with any and all mineral, oil, gas and geothermal rights owned by Trustors and appurtenant to the herein described property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or pertaining, and the reversion and reversions, remainder and remainders, its, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note even date herewith, for the principal sum of \$192,610.00, bearing interest from the date thereof, at the rate of 8.5% per annum, said principal sum and interest being payable in annual installments, more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable at Eureka, Nevada, or wherever else said Beneficiaries in writing signate. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust and Security Agreement is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or either of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and/or Security Agreement, and as security for the payment of all other monies that may become due from the Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust and Security Agreement.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including the Mobile Home and any other improvements thereon, in at least as good a

condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. Trustors shall water and keep in good condition all cultivated land and shall properly irrigate all irrigable land, utilize all water rights, and put the same to beneficial use, and pay all fees in connection with the preservation of water rights, all to the end that the premises and property shall be properly kept and maintained and in no way diminished during the term of this Deed of Trust and Security Agreement, and that no water right shall be lost by abandonment, non-use or otherwise, due to the default, failure or act of Trustor. The Trustors may make such alterations or improvements as they may desire on said premises so long as they do not lessen the value of said property, and the Trustors shall pay, when due, claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter on said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants, Nos. 1, 2 (replacement value), 3, 4 (8.5%), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.0 NRS are hereby adopted and made a part of this Deed of Trust and Security Agreement. As part of Covenant No. 2 and in addition to the other insurance required thereby, and subject to the same terms and conditions as set forth in Covenant No. 2, the Trustors shall at all times keep the existing irrigation system insured in an amount equal to the replacement value thereof, with an annual premium not to exceed \$750.00.

5. The reconveyance of this Deed of Trust and Security Agreement shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust and Security Agreement, nor shall this Deed of Trust and Security Agreement, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of any other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor Grantors, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust and Security Agreement be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust and Security Agreement.

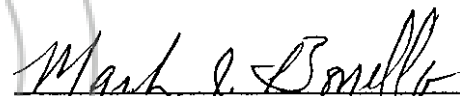
9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust and Security Agreement, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

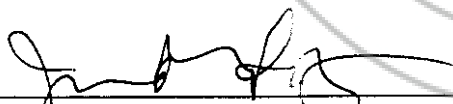
10. The Trusts, so long as there is any balance owing in connection with this Deed of Trust and Security Agreement, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assign or transferred by the Trustors without the Beneficiaries' prior written consent, the Beneficiary may, at their option, declare all sums secured by this Deed of Trust and Security Agreement to immediately due and payable.

11. To the extent that this Deed of Trust includes personal property, it shall be deemed a Security Agreement and in the event of default, the Beneficiaries shall have all remedies pertaining thereto, including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers the 1990 Champion Park River Mobile Home on the above described real property and all appurtenances thereto and any other personal property situated on said property; and the Trustors herein are the record owners of said real property.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

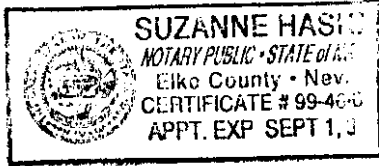

MORGAN S. PORTER


MARK J. BONELLO


JUDI M. PORTER

STATE OF NEVADA)
 : SS.
COUNTY OF Elko)

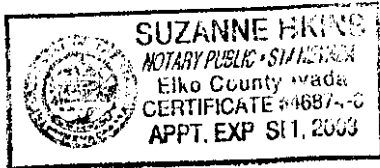
This instrument was acknowledged before me on December 4, 2001, by
MORGAN S. PORTER and JUDI M. PORTER.



Suzanne Haskins
NOTARY PUBLIC

STATE OF NEVADA)
 : SS.
COUNTY OF Elko)

This instrument was acknowledged before me on December 4, 2001, by MARK
J. BONELLO.



Suzanne Haskins
NOTARY PUBLIC

Trustors' Address:
HC 62 Box 168
Diamond Valley, NV 316

Beneficiaries' Address:
115 Amelia Lane
Mooresville, NC 28117

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title Co.
01 DEC 26 AM 11:42

ELKO COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. *19⁰⁰*

177589

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
01 DEC 18 AM 11:43

ELKO COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES *19⁰⁰*

177485

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