

When recorded Mail to  
Fish Creek Ranch  
P.O. Box 864  
Eureka, NV 89316

177817

APN: Portion of 008-211

RECORDING REQUESTED BY:  
Stewart Title Company  
810 Idaho Street  
Elko, Nevada 89801

## DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 21<sup>st</sup> day of February, 2002, by and between Vernal V. Neudeck, Trustee of the Vernal V. Neudeck - 2001 Trust, of Minden, Nevada, hereafter called Grantor; 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.

### WITNESSETH:

THAT WHEREAS, the Grantor is indebted to the Beneficiary in the sum of Sixty-Three Thousand Dollars (\$3,000.00), 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 Grantor to Beneficiary, which Note is in the words and figures as follows to-wit:

\_\_\_\_\_

\_\_\_\_\_

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

BOOK 346 PAGE 190

02/21/02

\$63,000.00

Eureka, Nevada, February 21, 2002.

**FOR VALUE RECEIVED**, the Maker promises 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 SIXTY-THREE THOUSAND DOLLARS (\$63,000.00), 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:

Accrued interest only to date of payment shall be payable annually, commencing February 21, 2003.

The entire balance of principal, together with accrued interest to date of payment, is due in full on or before February 21, 2012.

Privilege is reserved to pay this Note in whole or in part at any time without penalty.

The Maker and endorser 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 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 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 Maker promises and agrees 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/ Vernal V. Neudeck  
Vernal V. Neudeck, Trustee of the  
Vernal V. Neudeck - 2001 Trust

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ELKO, NEVADA 89801

BOOK 346 PAGE 191

NOW, THEREFORE, the Grantor, for the purpose of securing the payment of the Promissory Note, and all the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with effect in each case, do hereby grant, bargain, sell, convey and confirm unto the Trustee all of right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situated in the City of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

**TOGETHER WITH** all improvements situated 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 coal, oil, gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, in which the Grantor may have any interest.

**TOGETHER WITH** all water, water rights, rights to the use of water, whether surface underground or otherwise, whether vested, permitted, certificated, decreed otherwise, and whether present or future, and all water available through irrigation projects, whether public or private, now or hereafter used or enjoyed in connection therewith, for irrigation, stockwatering, domestic or any other use for the drainage of all or any part of the real property, together with all rights of ownership in any water stock owned in connection with the right to receive water for use upon or in connection with the real property, together with all dams, ditches, canals, pipelines, reservoirs, wells and all other means for the diversion or use of water appurtenant to the real property, or any part thereof.

**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 107.030 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 Grantor.

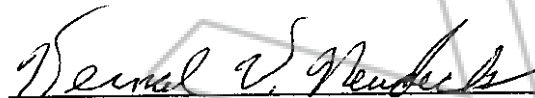
Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust or its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor 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 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 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 their option, to declare any indebtedness or obligations secured here, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of the day and year first hereinabove written.

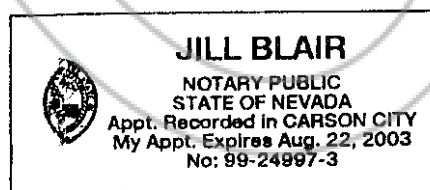
  
Vernal V. Neudeck, Trustee of the  
Vernal V. Neudeck - 2001 Trust

STATE OF NEVADA,     )  
                                      ) SS.  
COUNTY OF CLATSOP     )

On February 15, 2002, personally appeared before me, a Notary Public, Vernal V. Neudeck, personally known (or proved) to me to be the person whose name is subscribed to the above instrument and acknowledged that he executed the above instrument as Trustee of the Vernal V. Neudeck - 2001 Trust.

  
NOTARY PUBLIC

02020101.JAS  
February 6, 2002



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

BOOK 346 PAGE 194

## LEGAL DESCRIPTION

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

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

Sections 7 and H. E. SURVEY NO. 98, embracing a portion of  
Sections 7 and 8 more particularly described  
as follows:

Bearing at Corner No. 1 from which the quarter  
corner to Sections 8 and 9 in TOWNSHIP 17 NORTH,  
RANGE 50 EAST, M.D.B.&M., bears North 82°35' East,  
573 chains distant;

THENCE South 73°52' West, 17.72 chains to Corner  
No. 2;

THENCE North 76°18' West 27.40 chains to Corner No. 3;

THENCE South 66°29' West 3.30 chains to Corner No. 4;

THENCE North 76°43' West 30.88 chains to Corner No. 5;

THENCE North 56°9' East 5.40 chains to Corner No. 6;

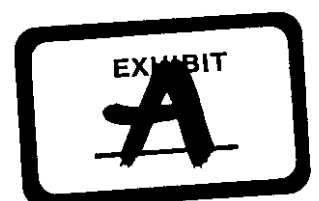
THENCE South 79°52' East 55.00 chains to Corner No. 7;

THENCE North 76°59' East 15.21 chains to Corner No. 8;

THENCE South 37°41' East 5.41 chains to Corner No. 1,  
the place of beginning.

EXCEPTING THEREFROM all of VALIANT FARMS-EUREKA, INC.'S right,  
title, equity, and interest of any and all nature in and to the  
mineral rights and interest, including coal, oil, gas, and  
other hydrocarbons, and all other metallic and non-metallic  
minerals ores and substances, and geothermal steam, hot water,  
hot brines, thermal energy, and gasses lying in and under said  
land as conveyed to APAL, a Limited Partnership by Deed  
recorded January 22, 1981, in Book 90, page 437, Official  
Records, Eureka County, Nevada.

BOOK 346 PAGE 195



BOOK 346 PAGE 190  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
02 FEB 21 PM 2:24

ELUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 20<sup>00</sup>

177817

COPY

BOOK 346 PAGE 196