

APN: 006-200-08

WHEN RECORDED RETURN TO:

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

BOOK 413 PAGE 200-204
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF

2005 MAY 19 AM 8:53

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 198500
FEES 18.00

05220523

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 19 day of May, 2005, by and between Michel Etcheverry, Surviving Trustee of the Etcheverry Family Trust dated June 14, 1990, First Party, hereinafter called Grantor; Stewart Title of Northeastern Nevada, Second Party, hereinafter called Trustee; and Diamond Cattle Company, LLC, a Nevada limited liability company, Third Party, hereinafter called 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 said Grantor is indebted to the said Beneficiary, Diamond Cattle Company, LLC, in the sum of One Hundred Ninety-Seven Thousand One Hundred Thirteen Dollars (\$197,113.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantor to said 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

PROMISSORY NOTE

\$197,113.00

Elko, Nevada, May 19, 2005.

FOR VALUE RECEIVED, the Maker promises to pay to the order of Diamond Cattle Company, LLC, a Nevada limited liability company, at Elko, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of ONE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED THIRTEEN DOLLARS (\$197,113.00), together with interest on the declining balance to accrue at the rate of six percent (6%) per annum from the date hereof until paid, all in the manner following, to-wit:

\$14,320.04 on or before one year from the date of this Promissory Note, and a like sum on or before the same day of each and every year thereafter for a period of 30 years, at which time the then unpaid principal balance together with all accrued interest shall become due and payable. All yearly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

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

The Maker and endorser waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the aforesaid annual payments due hereunder, including the final payment, made more than 30 days after the due date, payment shall be accompanied by a late charge in an amount equal to 15% of the payment then due.

In the event Maker shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or 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 hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

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.

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This Note is secured by Deed of Trust of even date herewith.

By: /s/ Michel Etcheverry
Michel Etcheverry, Surviving Trustee of the
Etcheverry Family Trust dated June 14, 1990

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

✓ Township 25 North, Range 51 East, MDB&M

Section 35: N $\frac{1}{2}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM one-half of all minerals, oil or gas, lying in or under said land, as reserved by Charles Damele et al, in deed recorded January 20, 1972, in Book 41, Page 318, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all coal, oil, gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, or metallic or not, of every name and nature whatsoever, whether common or unique, and whether now known or unknown, lying in or under said land, as reserved by Filbert G. Etcheverry et us, et al, in deed recorded November 27, 1995, in Book 289, Page 602, and re-recorded February 1, 1996, in Book 293, Page 234, Official Records, Eureka County, Nevada.

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TOGETHER WITH any 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 reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (6%) 5, 6, 7 (legal rate), 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 the Beneficiary to the Grantor.

Said 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 nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

In the event Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of its title or any interest therein in any manner or way, whether voluntary or 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 hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

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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:

1. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted.
2. Not to commit or permit any waste of the same.
3. 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 WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

By

Michel Etcheverry
Michel Etcheverry, Surviving Trustee of the
Etcheverry Family Trust dated June 14, 1990

California
STATE OF ~~NEVADA~~,)
COUNTY OF Kern.) ss.

This instrument was acknowledged before me on May 11, 2005, by Michel Etcheverry.

Kelley A Barrett
NOTARY PUBLIC

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May 9, 2005



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BOOK 413 PAGE 204