

APN 007-440-02

EUREKA COUNTY, NEVADA  
M.N. REBALCATI, RECORDER  
FILE NO. FEES 42.00  
(corporation grantor)  
**200529**

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of ~~XXXXX~~ <sup>May</sup> ~~APRIL~~, 2005, by and between MARK MOYLE FARMS LLC of EUREKA NEVADA, a Nevada Corporation, as Grantor, and MT. WHEELER POWER, INC., a Nevada Corporation, as Trustee and Beneficiary.

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of EUREKA, State of Nevada, more particularly described as follows:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B. & M.  
SECTION 19: LOTS 1, 2, 3 AND 4; E1/2 W1/2;

EXCEPTING THEREFROM all the oil and gas, reserved in Patent executed by the UNITED STATES OF AMERICA, recorded April 29, 1963, in Book 26, Page 420, Deed Records, Eureka County, Nevada.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations; and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated ~~April~~ <sup>May</sup> 2, 2005, in the principal amount of THIRTEEN THOUSAND DOLLARS (\$ 13,000.00 ), with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to Beneficiary.

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.
2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done, anything which shall impair, lessen, diminish or deplete the security hereby given.
3. The following covenants, Nos. 1; 2 (unpaid principal balance); 3; 4 (5%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.
4. All payments secured hereby shall be paid in lawful money of the United States of America.
5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.
6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.
7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.
10. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.
11. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits.
12. Any notice given to Grantor under Section 107.080 of N.R.S. or in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all Assignees or Grantees of Grantor.
13. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

The undersigned officers warrant and represent that they are duly authorized to make, execute and deliver this Deed of Trust in the name of and on behalf of the undersigned corporation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its duly authorized officers the day and year first above written.

Mark Moyle Farms, LLC  
By: The Mark & Teresa Moyle Family Trust  
It's Manager/Member

Grantor:

Mark Moyle Farms LLC  
(Mark Moyle Farms LLC)

By Mark S. Moyle

Title Mark S. Moyle Trustee/Manager

~~XXXXXX~~

By Teresa Y. Moyle

Title Teresa Y. Moyle Trustee/Manager

STATE OF NEVADA )

COUNTY OF White Pine )



KEVIN D. ROBISON  
Notary Public - State of Nevada  
Appointment Recorded in White Pine County  
No. 00-60990-17 - Expires January 18, 2006

On May 2, 2005, personally  
appeared Mark S. Moyle and Teresa Y. Moyle, Trustte/Manager  
of the Mark & Teresa Moyle Family Trust  
before me, a Notary Public, Kevin D. Robison

who acknowledged that they executed the above  
instrument on behalf of said corporation.

Kevin D. Robison  
Signature of Notary

GRANTOR'S ADDRESS:

Mark Moyle Farms, LLC

PO BOX 842

FALLON, NEVADA 89407-0842

**200529**

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