

APN: 007-430-06

Send Tax Statement To:
When recorded mail to:

Ruby Hill Ranch, LLC
19 West Hannum
Saginaw, MI 48602

06212148

BOOK *443* PAGE *110-115*
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
2006 SEP 29 PM 3:25

EUREKA COUNTY, NEVADA
M.N. REDALEATI, RECORDER
FILE NO. **206291**
FEES *44.00*

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the *21st* day of *September*, 2006, by and between, J.J. GOICOECHEA, an unmarried man, hereinafter called Trustor; STEWART TITLE OF NORTHEASTERN NEVADA, hereinafter called Trustee; and RUBY HILL RANCH, LLC, a Nevada Limited Liability Company, hereinafter called Beneficiary;

WITNESSETH:

THAT WHEREAS, the Trustor is indebted to the said Beneficiary in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, lawful money of the United States of America, and has agreed to pay the same according to the terms of a certain Promissory Note of even date herewith, made, executed and delivered by the said Trustors to the said Beneficiary;

NOW THEREFORE, the said Trustor, 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 Trustor, or which may be paid out, or advanced by the said Beneficiary or Trustee under the provisions of this instrument with interest, and further in consideration of the sum of ONE DOLLARS (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents

do hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

Lot 4, as shown on that certain Parcel Map for RUBY HILL RANCH, LLC, filed in the office of the County Recorder of Eureka County, State of Nevada, on December 19, 1997, as File No. 169298, being a portion of Lot 4, Section 21, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the United States of America in Patent recorded September 21, 1964, in Book 5, Page 582, File No. 40307, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM ½ (one-half) mineral rights, oil or gas owned by EDWIN C. BISHOP and LETA B. BISHOP lying in and under said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP in Deed recorded August 23, 1978, in Book 65, Page 317, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided twenty-five (25%) in and to all minerals of every kind, nature and description lying in and under said land as conveyed to IVAN L. SMART by deed recorded May 2, 1994 in Book 268, Page 463 and re-recorded May 5, 1994 in Book 269, Page 12, Official Records, Eureka County, Nevada.

TOGETHER WITH any and all buildings and improvements situate thereon.

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.

RESERVING any and all water and water rights therefrom.

SUBJECT TO all rights of way, easements, assessments, reservations and restrictions of record.

FURTHER SUBJECT TO the requirement that buyer shall apply for membership in, shall obtain water from and shall make payment to the Devil's Gate General Improvement District 2 for all water usage on the premises. Trustor shall install any additional infrastructure for water service to Lot 4, as well as any infrastructure which shall be necessary for continued service to his existing property, Lot 3. JJ Goicoechea waives any claim against sellers associated with the historical water agreement, and acknowledges receipt of a copy of the Agreement dated July 20, 2006.

between the Sellers and Devil's Gate General Improvement District 2.

Being in trust, nevertheless, for the benefit and security of the Beneficiary herein named, and the holder or holders of said Promissory Note secured hereby.

The following covenants: One; Three; Four (9.25%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises, and to pay when due all claims for labor performed and materials furnished therefore.

The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights or remedies hereunder granted, or permitted by law, shall be concurrent and cumulative.

Said Trustor, in consideration of the premises, does hereby covenant and agree, that neither the acceptance nor the 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, or a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

Trustor, and agents and representatives of Trustor, shall not allow or permit and shall not use,

generate, store, treat, dispose or transport Hazardous Materials to or upon the property. Trustor will indemnify, defend and hold Beneficiary harmless from the cost of any required or necessary investigation, repair, cleanup, remediation or detoxification of the real property and the preparation of any closure or other required plans relating thereto. "Hazardous Materials" shall mean those materials defined as hazardous materials, hazardous substances, toxic substances or solid waste by any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the property, including any material, waste or substance which is (1) petroleum; (2) asbestos; (3) polychlorinated biphenyls; (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Sections 1321) or listed pursuant to Section 3078 of the Clean Water Act (33 U.S.C. Section 1317); (5) flammable explosives; or (6) radioactive materials, and further including, without limitation, those substances defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq. and in the regulations promulgated pursuant to said laws.

The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which Trustors shall be entitled is hereby assigned by the Trustors to the Beneficiary, who is hereby authorized to demand, sue for, collect, receive and receipt for the same and apply the net proceeds of the same, less costs and expenses of any litigation,

toward the payment of the indebtedness hereby secured, whether due or not.

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security, and which breach shall continue for a period of thirty-five (35) days after notice without being corrected or remedied, shall authorize the Beneficiary, at its option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

Default under any other deed of trust, mortgage, contract, lease or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall be conclusively deemed to be an event of default under this Deed of Trust.

The Trustor requests that a copy of any notice of default and any notice of sale effecting this property be mailed to Trustor at Trustor's address as set forth above or at such substitute address as Trustors may designate in writing duly delivered to Beneficiary and to Trustee.

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.

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. All obligations of each Trustor hereunder shall be joint and several if more than one Trustor. The words "Trustor",

