

Official Record

Recording requested By
STEWART TITLE

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$17.00

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RPTT

Recorded By FES

Book- 0452 Page- 0128



The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

APN 007-250-25
Order No. TSF-20689KO
ST #06012942

SPACE ABOVE FOR RECORDER'S USE ONLY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 1st day of FEBRUARY, 2007, between ITAMAR BARHAI,* A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, herein called TRUSTOR, whose address is 2270 N.E. 192ND STREET, MIAMI, FL. 33180, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and DISCOVER HOME MORTGAGE, INC., a Nevada corporation herein called BENEFICIARY, whose address is 290 BRINKBY AVE. #205, RENO NV. 89509.
***aka ITMAR BARHAI**

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in EUREKA County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$203,400.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Lyon, OCT. 30, 1997, as No. 211663
 Mineral, NOV. 4, 1997, in Book 173, pages 267 - 269 as No. 11785

COUNTY	DOC. NO.	BOOK	PAGE	COUNTY	DOC. NO.	BOOK	PAGE
Clark	413987	514		Churchill	104132	34 mtgs	591
Washoe	407205	734	221	Douglas	24495	22	415
Nye	47157	67	163	Eureka	39602	3	283
Ormsby	72637	19	102	Humboldt	116986	3	83
Pershing57488	28	58	Lander	41172	3	758	
Storey	28573	R mtgs	112	Lincoln	41292	0 mtgs	467
White Pine128126		261	341-344				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

EXHIBIT "A"
LEGAL DESCRIPTION

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

Lot 1 as shown on that certain Parcel Map for WILD BALANCE CORP
filed in the office of the County Recorder of Eureka County,
State of Nevada, on March 19, 1999, as File No. 172003, being a
portion of the S1/2 of Section 4, TOWNSHIP 21 NORTH, RANGE 54
EAST, M.D.B.&M.

EXCEPTING THEREFROM all coal and other valuable minerals in
Patent from the United States of America, recorded January 24,
1956, in Book 24, of Deeds, at Page 501, Eureka County, Nevada.