

DOC # 0211416

12/20/2007

08:37 AM

Official Record

Recording requested By
WESTERN TITLE

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$45.00

Page 1 of 7

RPTT:

Recorded By: FES

Book- 0468 Page- 0045

APN#: 007-450-05

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 15706A-PAH

When Recorded Mail To:

Z3 LLC

7007 S VIRGINIA ST

RENO, NV

89511



0211416

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature

LESTER GROSSMAN

OWNER

SECOND DEED OF TRUST

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST entered into this 12th day of Dec., 2007, by and between WILD BALANCE CORPORATION, a Nevada corporation, hereinafter called the "Trustor", WESTERN TITLE COMPANY, INC., a Nevada corporation, hereinafter called the "Trustee", and Z3, LLC, a Nevada limited liability company, hereinafter called the "Beneficiary",

WITNESSETH:

That Trustor hereby grants, bargains, sells, conveys and confirms unto Trustee, in trust with power of sale, all that certain property situate in the County of Eureka, State of Nevada, more particularly described as follows, to wit:

Parcel 5, 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 S ½ 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.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.



0211416

Book 468 12/20/2007
Page 46 Page 2 of 7

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of THREE HUNDRED THOUSAND and no/100's DOLLARS (\$300,000.00) as follows:

- (1) \$300,000.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustor and delivered to Beneficiary, and payable to its order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to the Trustor when evidenced by a Promissory Note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.
- (2) That said \$300,000.00 Promissory Note is also secured by a Deed of Trust on real property situate in Eureka County, Nevada, being APN 107-450-08, 107-450-09, 107-450-06, and 107-450-04.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (12%); 5; 6; 7 (10%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Second Deed of Trust.

THIRD: The Trustor will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The Policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, the Trustor will give



immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustor and the Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

FOURTH: Trustor agrees that it will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference. IN ACCORDANCE WITH NEVADA LAW ON DEFICIENCY. *DH*

FIFTH: If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the last maturing installments of such indebtedness.

SIXTH: Trustor will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

SEVENTH: Trustor hereby assigns to the Trustee all rents, income, maintenance fees and other benefits to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or

any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance to Beneficiary of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustor.

THIRTEENTH: The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the following address: 11025 Toumaline Dr, Reno NV 89521


FOURTEENTH: In the event the real property described herein, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Trustor, or by operation of law, or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the Beneficiary hereof, and without demand or notice, shall become immediately due and payable. SAVE AND ACCEPT RELEASE PROVISION IN PARAGRAPH 15 BELOW. *[Signature]*

FIFTEENTH: Provided the Promissory Note secured hereby is current to the date of release, Beneficiary agrees to release to Trustor one (1) lot upon payment of SIXTY THOUSAND and no/100's DOLLARS (\$60,000.00) per parcel. In the event Trustor should further subdivide said parcels, the partial release provision shall be fifty percent (50%) of the appraised land value at the date of sale.

IN WITNESS WHEREOF, the Trustor has caused this Second Deed of Trust to be executed the day and year first above written.

WILD BALANCE CORPORATION,
a Nevada corporation

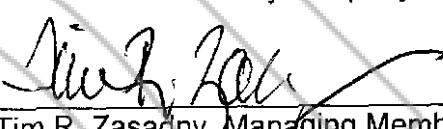
By


Lester Grossman, President

The undersigned Beneficiary joins in the execution hereof to evidence its consent to the terms hereof, specifically Paragraph FIFTEENTH regarding release provisions.

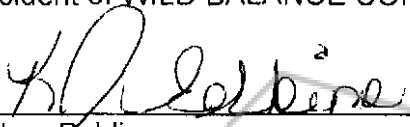
Z3, LLC,
a Nevada limited liability company

By

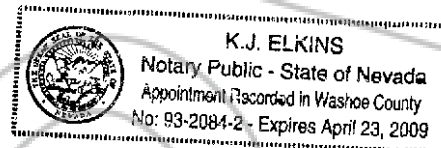

Tim R. Zasadny, Managing Member

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 12-18
2007, by LESTER GROSSMAN, President of WILD BALANCE CORPORATION, a
Nevada corporation.

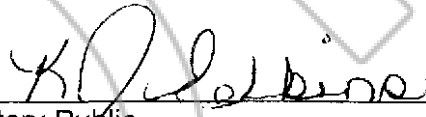


Notary Public

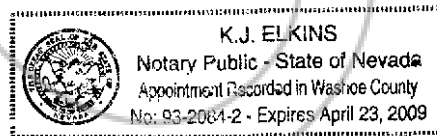


STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 12-18
2007, by TIM R. ZASADNY, Managing Member of Z3, LLC, a Nevada limited liability
company.



Notary Public



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