

Official Record

Recording requested By  
STEWART TITLE OF NORTHEASTERN NEV

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$45.00

Page 1 of 7

RPTT

Recorded By: FES

Book- 0468 Page- 0133



0211468

APN: 007-370-44 (Eureka County)  
077-009-001 (Elko County)

Recording Requested By  
and Return to:

Stewart Title  
50 Idaho St. Elko, NV 89801  
Attn: Linda R. Dyer

The undersigned affirms that this document  
does not contain a social security number.

Grantor's Address:

1129 Elm Drive  
Placerville, CA 95667

Beneficiary's Address:

70 Pop 28151  
Lamoni, NV 89808  
100219 21

**DEED OF TRUST**

THIS DEED OF TRUST, made this 26<sup>th</sup> day of December, 2007, by and between **KENKAREN PROPERTIES, LLC**, a Nevada limited liability company, and **KENNETH E. PARKER, JR.** and **KAREN H. PARKER**, husband and wife, hereinafter called "Grantor," and **STEWART TITLE OF NEVADA HOLDINGS, INC.**, a Nevada Corporation, as Trustee, and **RUBY HILL RANCH, LLC**, a Nevada limited liability company, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

**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 Counties of Elko and Eureka, State of Nevada, and more particularly described as follows:

As set forth in Exhibit "A" attached hereto and made a part hereof.

**TOGETHER WITH** 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.

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**SUBJECT** to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

**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 of even date hereof in the principal amount of **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS (\$198,000.00)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on 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 either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of 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 or demolish 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 (replacement value); 3; 4 (7.5%); 5; 6; 7 (reasonable); 8 and 9 of NRS 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,

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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. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the 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 default is not cured within **thirty-five (35)** days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. 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, to the extent the Beneficiary is entitled thereto, 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.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. 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.

10. 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 Grantor hereunder shall be joint and several.

11. Any notice given to Grantor under Section 107.080 of NRS 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 signature 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 the Grantor.

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12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

14. In the event Grantor 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, including water rights and minerals rights, whether voluntary or involuntary, without the written consent of Beneficiary being first had and obtained, Beneficiary shall have the right, at their 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.

15. Providing that Grantor is not in default of any of the covenants contained herein or in the payments due under the note secured hereby, Grantor may obtain a partial reconveyance of the Deed of Trust affecting Parcel 2 of the property described herein upon payment to the Beneficiary of a sum of \$100,000.00, which sum shall be applied to the principal reduction of the note secured hereby. Any such release shall be done at the sole expense of the Grantor. The payment of the aforesaid sum, if made, shall not affect the monthly installments due under the terms of the note.

**IN WITNESS WHEREOF**, the Grantor has executed these presents the day and year first hereinabove written.

**GRANTOR:**

**KENKAREN PROPERTIES, LLC, a Nevada  
limited liability company**

By: *Kenneth E. Parker Jr.*  
**KENNETH E. PARKER, JR.,  
Member**

By: *Karen Parker*  
**KAREN PARKER, Member**

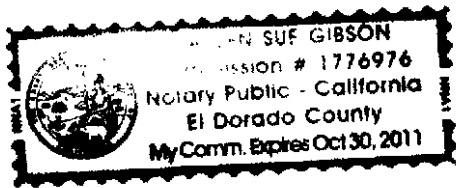
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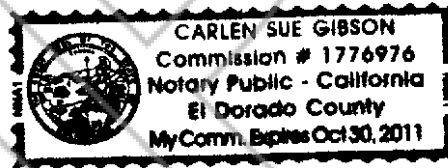
Kenneth E. Parker, Jr.  
KENNETH E. PARKER, JR.

Karen H. Parker  
KAREN H. PARKER

STATE OF California )  
: ss.  
COUNTY OF El Dorado )

This instrument was acknowledged before me on December 20, 2007, by **KENNETH E. PARKER, JR., Member, and KAREN PARKER, Member for KENKAREN PROPERTIES, LLC, a Nevada limited liability company.**

Carlen Sue Gibson  
NOTARY PUBLIC



STATE OF California )  
: ss.  
COUNTY OF El Dorado )

This instrument was acknowledged before me on December 20, 2007, by **KENNETH E. PARKER, JR. and KAREN H. PARKER.**

Carlen Sue Gibson  
NOTARY PUBLIC

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**EXHIBIT "A"**

**PARCEL 1**

All that certain property situate in the County of Eureka, State of Nevada, described as follows:

Parcel 3 as shown on that certain Division of Land into Large Parcels Map filed in the office of the County Recorder of Eureka County, State of Nevada, on November 20, 2000, as File No. 175607, being a portion of Sections 21 and 28, 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 patents recorded September 21, 1964 in Book 5, Page 582, and December 30, 1965 in Book 9, Page 422, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM one-half of mineral rights, oil or gas as reserved by EDWIN C. BISHOP and LETA B. BISHOP, His Wife, in Deed recorded August 23, 1978 in Book 65, Page 317, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM undivided 25% interest in and to all minerals of every kind, nature and description lying in and under said land as conveyed to IVAN L. SMART, an Unmarried Man in 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 all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property, including Permit Numbers 20376 and 23739.

**PARCEL 2**

All that certain property situate in the County of Elko, State of Nevada, described as follows:

A parcel of land located in the SE1/4 of Section 21, Township 33 North, Range 55 East, M.D.B.&M., more particularly described as follows:

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Beginning at the SE Corner of Section 21, being Corner No. 1 the point of beginning;

Thence N. 89° 21' 52" W., 2676.82 feet along the South boundary of said Section 21, to Corner No. 2 being the South 1/4 Corner of said Section 21,

Thence N. 2° 01' 02" E., 176.44 feet along the West boundary of the SE1/4 of said Section 21 to Corner No. 3;

Thence N. 65° 36' 30" E., 2436.01 feet to Corner No. 4 being a point on the centerline of a curve on Hamilton Stage Road;

Thence from a tangent bearing S. 24° 23' 30" E., a curve to the left with a radius of 500.00 feet through a central angle of 17° 16' 10" for an length of 150.70 feet along said centerline of Hamilton Stage Road to Corner No. 5;

Thence S. 41° 39' 40" E., 377.81 feet along said centerline of Hamilton Stage Road to Corner No. 6;

Thence from a tangent bearing S. 41° 39' 40" E., a curve to the right with a radius of 500.00 feet through a central angle of 15° 46' 01" for an arc length of 137.59 feet along said centerline of Hamilton Stage Road to Corner No. 7;

Thence S. 25° 53' 39" E., 101.97 feet along said centerline of Hamilton Stage Road to Corner No. 8 being a point on the East boundary of said Section 21;

Thence S. 0° 10' 56" W., 598.17 feet along the East boundary of said Section 21 to Corner No. 1 the point of beginning.

Said parcel being known as Parcel 1 in Block I of the amended record of survey map for Western Hills as recorded in the Office of the County Recorder, Elko County, Nevada on February 25, 1975, as File No. 89140.

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