

Official RecordRecording requested By
GUNDERSON LAW FIRM

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

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RPTT:

Recorded By: FES

Book- 510 Page- 0385



0216432

(for Recorder's use only)

APN#s 07-080-02, 05-240-02, 05-240-03**Recording Requested by:**Name: Gunderson Law FirmAddress: 3895 Warren WayCity/State/Zip: Reno, NV 89509**When Recorded Mail to:**Name: Gunderson Law FirmAddress: 3895 Warren WayCity/State/Zip: Reno, NV 89509**Mail Tax Statement to:**Name: Gunderson Law FirmAddress: 3895 Warren WayCity/State/Zip: Reno, NV 89509**DEED OF TRUST****Please complete Affirmation Statement below:**

☒ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: _____

(State specific law)

Signature

Attorney

Title

Victor Salcido, Esq.
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

DEED OF TRUST

THIS DEED OF TRUST made this 11th day of November, 2010, by and between LARRY KORGA, individually and as principal of WESTERN PACIFIC MORTGAGE CORP AND GREAT WESTERN LAND & CATTLE CO, ("Trustor") whose address is 11040 Dryden Drive, Reno, NV 89511 to FIRST AMERICAN TITLE COMPANY, as Trustee ("Trustee"), and GUNDERSON LAW FIRM, a Nevada Professional Law Corporation ("Beneficiary") whose address is 3895 Warren Way, Reno, Nevada, 89509;

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, in trust, with the power of sale, all that certain property situated in the County of Lander and Eureka, State of Nevada, commonly described as Assessor's Parcel Number 07-080-02, 05-240-02, 05-240-03; along with all water rights appurtenant to this property, and more particularly described as follows on Exhibit "A" ("the Property").

And, also, all 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 the Property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the same unto the Trustee and its successor, for the purpose of securing payment of an indebtedness in the sum of Two Hundred Thousand Dollars (\$200,000.00), or the amount owed by Trustor to Beneficiary in legal fees incurred by Beneficiary on behalf of Trustor. The indebtedness is evidenced by a Demand Promissory Note of November 11th, 2010, with interest thereon according to the terms of said Demand Promissory Note, which Demand Promissory Note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon as may hereafter be loaned by Beneficiary to Trustor, payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all claims for labor and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws effecting 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 the Property in violation of any law, covenant, condition or restrictions affecting said property, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

3. Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsements, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust, and the same shall be payable to Beneficiary hereunder secured, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, and if in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either such purpose such sum or sums as Beneficiary shall deem proper.

4. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

5. The rights and remedies hereby granted shall not exclude any other rights and remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

6. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the Holder hereof. Whenever used, the singular numbers shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

7. Trustor hereby assigns to Trustee any and all rents of the above-described premises accruing after default, and hereby authorize Trustee, or a receiver to be appointed on application of Trustee, or Beneficiary, without waiving or effecting the rights of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any trustee's sale hereunder held, the Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed, and at such sale is hereby authorized to bid for Beneficiary or other absent persons.

8. It is hereby agreed that the trust created hereby is irrevocable by Trustor.

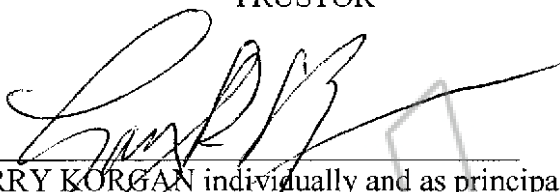
9. Should Trustor, voluntarily sell, transfer, encumber or convey their interests in the property or any part thereof, or if by operation of law, it may be sold, transferred, or conveyed, then all sums secured hereby shall immediately become due and payable in full.

10. Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to them at the address set forth above.

IT WITNESS WHEREOF, the Trustor herein has hereunto executed these presents the day and year first written above.

TRUSTOR

By:

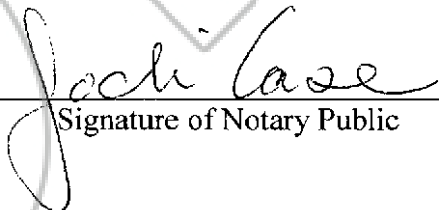

LARRY KORGAN individually and as principal of
WESTERN PACIFIC MORTGAGE CORP AND
GREAT WESTERN LAND & CATTLE CO.

State of Nevada)
) ss.
County of Washoe)

On Nov 16, 2010, personally appeared Larry Korgan,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in his authorized capacity, and that
by his signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

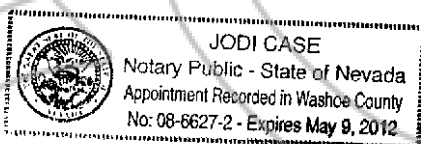


EXHIBIT A

DESCRIPTION OF PROPERTY

APN 07-080-02, 05-240-02, 05-240-03

The land referenced is situated in the State of Nevada, County of Lander and Eureka, described as follows:

PARCEL 1:

That certain property situated in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 22 NORTH, RANGE 48 EAST, M.D.B.&M

Section 21: NW $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM an individual one half interest in and to all petroleum, oil, natural gas or other hydrocarbon substances and any and all other minerals, reserved by Pete Etcheverry in Deed recorded May 10, 1965, in Book 7, Page 236, Official Records, Eureka County, Nevada.

PARCEL 2:

That certain property situated in the County of Lander, State of Nevada, more particularly described as follows:

TOWNSHIP 22 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 12: S $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 22 NORTH, RANGE 48 EAST M.D.B.&M.

Section 17: NW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM an undivided; one-half interest in and to all petroleum, oil, natural gas or other hydrocarbon substances and any and all minerals reserved by Pete Etcheverry in Deed recorded April 30, 1965 in Book 7, Page 260, Official Records, Lander County, Nevada.

Together with certificated Permits 7424, 4758, 4613, 7893 and 9058. Together with any and all BLM grazing rights.