

When Recorded, Return to:

Western Title Company, Inc.
1626 Hwy. 395
Minden, NV 89423

APN: 1420-28-710-00⁷
ESCROW NUMBER 25029-KTH | 88049-99

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 21 day of MARCH, 2003, between 1358 SARATOGA STREET LLC, a Nevada limited liability company, herein called "Trustor", whose address is P.O. BOX 489 MINDEN, NEVADA 89423, WESTERN TITLE COMPANY, INC., of 1626 Hwy. 395, Minden, NV 89423, herein called "Trustee" and CURTIS LEE HODGKIN, an unmarried man, whose address is P.O. BOX 2013 SHINGLE SPRINGS, CALIFORNIA 95682, herein "Beneficiary."

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of Nevada, County of Douglas, commonly known as 1358 Saratoga Street, Minden, Nevada 89423, more particularly described as follows:

Lot 21, of SARATOGA HEIGHTS UNIT NO. 2, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 5, 1966, in Book 46, Page 287, as Document No. 34826.

APN: 1420-28-710-00⁷

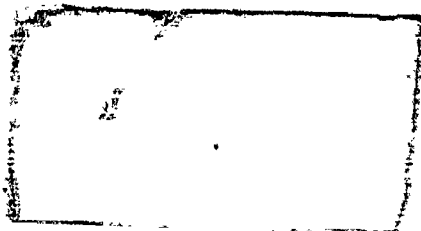
Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

-1-

0571037

BK0303PG11239



apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing: (1) payment of the sum of \$110,000.00, with interest thereon according to the terms of that certain Promissory Note, of even date herewith, executed by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Second Deed of Trust.

To protect the security interest of this Second Deed of Trust, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

-2-

0571037

BK0303PG11240

enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.

4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

-3-

0571037

BK0303PG11241

release such moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

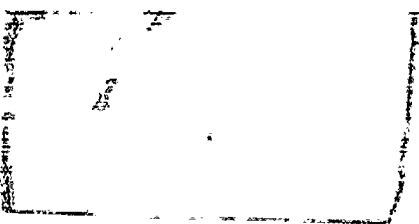
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Second Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Second Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

0571037

BK0303PG11242



warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Second Deed of Trust and note.

10. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a Written Declaration of Default and Demand for Sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

0571037

BK0303PG11243



or notices as conditions precedent to sale of such personalty.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

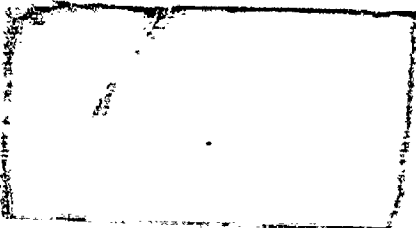
12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

-6-

0571037

BK0303PG11244



said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Second Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these trusts when this Second Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Second Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

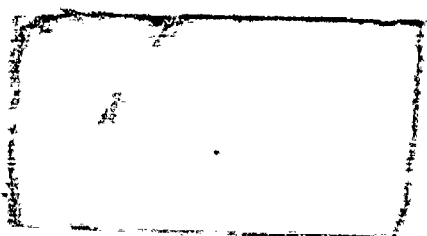
16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for which this Second Deed of Trust serves as security shall forthwith become

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

-7-

0571037

BK0303PG11245



due and payable, although the time for such payment shall not have arrived.

17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Second Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of the premises with loss payable to Beneficiary secured by this Second Deed of Trust and all obligations having priority over this Second Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR")

1358 SARATOGA STREET, LLC
a Nevada limited liability company

By: 

Its: MANAGING MEMBER

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

- 8 -

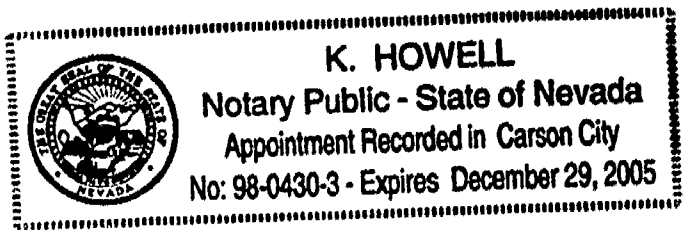
0571037

BK0303PG11246

STATE OF NEVADA)
CARSON CITY : SS.
COUNTY OF ~~DOUGLAS~~)

ON THIS 21 day of MARCH, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL R. SHUBARTH, personally known or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



K. Howell
NOTARY PUBLIC

COOPER

SCARPELLO, HUSS & OSHINSKI, LTD.
600 E. William Street, Suite 300
Carson City, NV 89701

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 MAR 24 PM 4:57

WERNER CHRISTEN
RECORDER

\$22.00 PAID Bl DEPUTY

-9- 0571037

BK0303PG11247

