

For the purpose of securing: (1) payment of the sum of THREE HUNDRED SIXTY-
THOUSAND * * * * * AND 00 /100 DOLLARS
(\$ 360,000.00**), 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 a Construction Loan Agreement dated
this same date, and 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 Deed of Trust.

To protect the security interest of this 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 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 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 Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any

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person for payment of the indebtedness secured hereby or the effect of this 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 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 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) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, following the expiration of time to cure any default after the recording of the notice of default and election to sell in the office of the appropriate county recorder as provided in NRS 107.080, to collect and retain such rents, issues and profits as they become due and payable. Upon such period, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be

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appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

(c) 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.

(d) The Trustor, Pledger and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(e) 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.

(f) 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

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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 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 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 Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

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15. In this 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 Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

17. This Deed of Trust and the Note secured hereby are executed and delivered to secure moneys advanced or to be advanced in accordance with a Construction Loan Agreement of even date herewith, which construction Loan Agreement is incorporated herein by this reference. Failure by the Borrower to carry on or complete the construction of improvements in accordance with such Construction Loan Agreement shall constitute a default under this Deed of Trust and the holder of the Note may at its option cause the entire indebtedness secured by this Deed of Trust to become immediately due and payable. In the event such default by the Borrower, whether or not such holder shall cause the indebtedness secured hereby to become immediately due and payable, the Trustees at the written request of such holder, after due notice to the Borrower, may enter upon the Property, employ watchmen to protect the improvements thereon from theft or injury, continue all outstanding contracts for the erection and completion of improvements, enter into any further contracts and obligations wherever necessary, either in their own name as Trustees hereunder or in the name of the Borrower, and pay all debts, obligations, and liabilities incurred thereby. All sums so advanced by the Trustees or by such holder and all sums advanced under such Construction Loan Agreement shall be secured by this Deed of Trust

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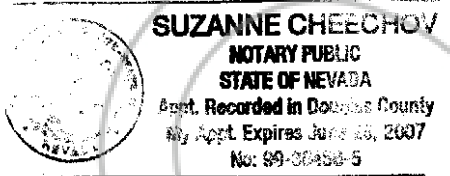
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and, to the extent they shall not be included in the principal amount of the indebtedness secured hereby, shall be due and payable on demand with interest at the rate of eleven percent per year.

18. 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 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 Deed of Trust and all obligations having priority over this 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
BLUE SKY DEVELOPMENT GROUP, LLC
A NEVADA LIMITED LIABILITY COMPANY
Asher Abравanel
ASHER ABRAVANEL

Jon Mustacchio
JON MUSTACCHIO

Lisa Jill Mustacchio
LISA JILL MUSTACCHIO

STATE OF NV)
COUNTY OF Douglas)

The above instrument was subscribed before me this 26th day of APRIL, 2004, by Asher Abравanel and Jon Mustacchio and Lisa Jill Mustacchio

Suzanne Cheechov
NOTARY PUBLIC

STATE OF NV)
COUNTY OF Douglas)

The above instrument was subscribed before me this 26th day of APRIL, 2004, by _____

Suzanne Cheechov
NOTARY PUBLIC

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**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 040101254

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

Being a portion of the Southwest 1/4 of Section 1, Township
12 North, Range 20 East further described as follows:

Lot 3, in Block B, as set forth on the Final Map #PD01-19
for STERLING RANCH ESTATES, A PLANNED UNIT DEVELOPMENT,
filed for record in the Office of the County Recorder of
Douglas County, State of Nevada, September 17, 2002, Book
0902, Page 5372, as Document No. 552347, and by Certificate
of Amendment recorded March 26, 2003, Book 0303, Page
12541, as Document No. 571358.

ASSESSORS PARCEL NUMBER: 1220-01-002-065

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