

REQUESTED BY

**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 NOV 30 PM 3: 52

WERNER CHRISTEN  
RECORDER

\$ 23.00 PAID KJ DEPUTY

**APN #** 1320-08-410-016

**Recording Requested by:**

**Name:** First American Title Company

**Address:** 5310 Kietzke Lane #100

**City/State/Zip:** Reno, NV 89511

The attached Deed of Trust is recording to correct the order in which this, and the Deed of Trust recording concurrent herewith, were originally recorded on November 15, 2004

The attached Deed of Trust is second and subordinate to that Deed of Trust in the amount of \$ \$577,008.00, recording concurrent herewith

DEED OF TRUST WITH ASSIGNMENT OF RENTS

**(Title of Document)**

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A. P. No. 1320-08-410-016  
Escrow No. NCS-115218-RENO

When recorded mail to:

Valley Installment Collection  
295 Halcomb Ave. #3  
Reno, NV 89502

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 NOV 15 PM 4:05

WERNER CHRISTEN  
RECORDER

\$220 PAID     DEPUTY

DEED OF TRUST WITH ASSIGNMENT  
OF RENTS AND SECURITY AGREEMENT

THIS DEED OF TRUST, made November 15, 2004, between  
JAVIER'S REPAIR SERVICES, a Nevada limited liability company,  
herein called "Trustor", whose address is: 12203 W. Country  
Road, 129, Odessa TX 79765, FIRST AMERICAN TITLE  
COMPANY OF NEVADA, a Nevada corporation, herein called "Trustee",  
and STEAM TURBINE BLADING & PARTS, LLC, a Nevada limited  
liability company, herein called "Beneficiary", whose address is:  
1885 S. Vineyard Ave. #3, Ontario CA 91761.

W I T N E S S E T H

That Trustor hereby grants to Trustee in trust, with power  
of sale, all interest of Trustor in that certain property situate  
in the County of Douglas, State of Nevada, more particularly  
described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH all furniture, fixtures, machinery,  
equipment, engines, boilers, incinerators, building  
materials, appliances and goods of every nature  
whatsoever now or hereafter located in, or on or used,  
or intended to be used in connection with the property  
encumbered by the Deed of Trust, including, but not  
limited to, those for the purposes of supplying or  
distributing heating, cooling, electricity, gas, water,  
air and lights; and all elevators and related machinery

LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 164 HUBBARD WAY, SUITE A ♦ RENO, NEVADA 89502

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and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, maintenance equipment, permits and licenses issued by governmental authorities, and all contract rights of debtor in connection with the property encumbered by the Deed of Trust.

Trustor grants to Beneficiary a security interest in the foregoing personal property.

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

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$176,752.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement 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 relating to any alterations or improvements 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 any law,

covenant, condition or restriction affecting said property; 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he 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 said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him

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in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

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

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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, the singular number includes the plural, the term "property" includes personal and/or real property and the term "building" includes a mobile home. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

(a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

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(b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code--Secured Transactions.

If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) All the real property and all the personal property may be sold, in the manner and at the time and place provided in this Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

17. Trustor hereby appoints Beneficiary the attorney-in-fact of Trustor to prepare, sign, file and record this Deed of Trust; one or more financing statements; any documents of title or registration, or like papers, and to take any other action deemed necessary, useful or desirable by Beneficiary to perfect and preserve Beneficiary's security interest against the rights or interests of third persons.

18. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of

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Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

19. This Deed of Trust is subject and subordinate to that certain Deed of Trust also executed by Trustor in favor of Beneficiary named above, recorded concurrently herewith. No merger shall be deemed to occur between this Deed of Trust and said prior Deed of Trust, or the obligations which they secure.

JAVIER'S REPAIR SERVICES,  
a Nevada limited liability company

By: [Signature]  
Stephen Stevens, Member

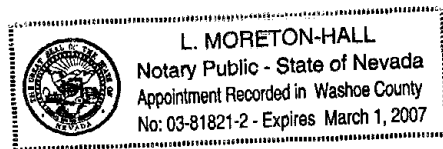
By: \_\_\_\_\_  
Javier Garcia, Member

By: \_\_\_\_\_  
Roman Cervantes, Member

STATE OF NEVADA )  
 ) ss  
COUNTY OF WASHOE )

This instrument was acknowledged before me on NOVEMBER 15,  
2004, by STEPHEN STEVENS, ~~JAVIER GARCIA~~ and ~~ROMAN CERVANTES~~, as  
Members of JAVIER'S REPAIR SERVICES. in

[Signature]  
Notary Public



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Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

19. This Deed of Trust is subject and subordinate to that certain Deed of Trust also executed by Trustor in favor of Beneficiary named above, recorded concurrently herewith. No merger shall be deemed to occur between this Deed of Trust and said prior Deed of Trust, or the obligations which they secure.

JAVIER'S REPAIR SERVICES,  
a Nevada limited liability company

By: \_\_\_\_\_  
Stephen Stevens, Member

By: Ciro Javier Garcia  
Javier Garcia, Member

By: \_\_\_\_\_  
~~Roman Cervantes, Member~~

STATE OF TEXAS                    )  
  ) ss  
COUNTY OF MIDLAND            )

This instrument was acknowledged before me on November 12, 2004, 2004, by ~~STEPHEN STEVENS~~, JAVIER GARCIA and ROMAN CERVANTES, as Members of JAVIER'S REPAIR SERVICES.

Susan Downey Buck  
Notary Public  
Susan Downey Buck

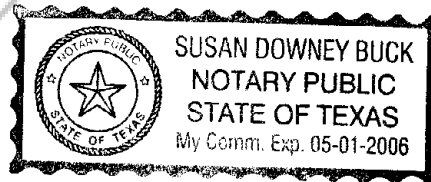


Exhibit "A"

A parcel of land being comprised of a portion of that Tract shown on the MERIDIAN BUSINESS PARK FINAL MAP, PHASE 1, as recorded in Book 689, Page 1931 as Document #204160 of Official Records and a portion of that Tract shown on the Record of Survey #7 for MERIDIAN BUSINESS PARK as recorded in Book 693, Page 5413 as Document #310727 of Official Records, both being located within portions of the South one-half of Section 8 and the North one-half of Section 17, Township 13 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being further described as follows:

Commencing at the South one-quarter corner of said Section 8; thence South  $83^{\circ}56'00''$  West, 1484.27 feet to the True Point of Beginning; said point being on the Southerly property line of said Meridian Business Park Final Map, Phase 1. Thence South  $89^{\circ}46'14''$  West on said Southerly property line a distance of 9.50 feet to the Southeast corner of that tract shown on said Document No. 310727; thence continuing South  $89^{\circ}46'14''$  West on the Southerly property line of that tract shown on said Document No. 310727 a distance of 105.50 feet to the Southwest corner of said Tract as shown on said Document No. 310727; thence on a 690.81 foot radius curve concave to the East, said curve being also the Westerly property line of that tract shown on said Document No. 310727, whose radius point bears North  $54^{\circ}09'43''$  East, thru a central angle of  $15^{\circ}09'00''$ , an arc distance of 182.66 feet to a point on the Easterly right of way of Meridian Boulevard; thence continuing on said Easterly right of way, being also a continuation of said 690.81 foot radius curve concave to the East, thru a central angle of  $20^{\circ}27'32''$ , an arc distance of 246.67 feet to the beginning of a compound curve with a 30.00 foot radius, thru a central angle of  $90^{\circ}00'00''$ , an arc distance of 47.12 feet to a point on the Southerly right of way of Park Place; thence on said Southerly right of way the following two courses:

North  $89^{\circ}46'14''$  East, 87.92 feet;  
Thence on a 305.00 foot radius curve concave to the South, thru a central angle of  $23^{\circ}57'55''$ , an arc distance of 127.57 feet; thence South  $00^{\circ}33'49''$  East, 405.93 feet to the True Point of Beginning.

Reference is made to Record of Survey filed March 31, 1995 as File No. 359154.

The above metes and bounds description appeared previously in that certain document recorded February 28, 2001 as Instrument No. 509588.

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