

OFFICIAL RECORD

Requested By:  
FIRST AMERICAN TITLE

A. P. No. 1420-28-601-003  
Escrow No. 2152199-NMP

When recorded mail to:  
Starker Services, Inc.  
20 S. Santa Cruz Avenue Ste: 300  
Los Gatos, CA 95030

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 15 Fee: 28.00  
BK-0105 PG- 2653 RPTT: 0.00



\*This Document has been signed in counterpart and is being recorded as one document

DEED OF TRUST  
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made January 7, 2005, 1/7/05, between  
MERRILL CONSTRUCTION, INC., a Nevada corporation, herein called  
"Trustor", whose address is: P.O. Box 2262  
Minden, NV 89423, FIRST AMERICAN TITLE COMPANY OF  
NEVADA, a Nevada corporation, herein called "Trustee", and  
STARKER SERVICES, INC., a California corporation, herein  
called "Beneficiary", whose address is: 20 S. Santa Cruz Avenue Ste: 300  
Los Gatos, CA 95030,

W I T N E S S E T H:

That Trustor irrevocably 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, 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 \$450,000.00, 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

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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 in the same manner and with the same effect 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 8%), 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.

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, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".



16. Following January 7, 2005, and provided Trustor is not presently in default of the terms of this Deed of Trust or the note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document requesting the release of the lien of this Deed of Trust from a parcel contained within the encumbered property. The conditions are as follows:

(a) The release shall not violate any subdivision law or parcel map law of Douglas County or the State of Nevada.

(b) All fees and costs incurred in connection with the release shall be paid by Trustor.

(c) The property shall be subdivided into eight (8) parcels pursuant to three (3) parcel maps. Two of said parcel maps shall contain three (3) parcels each and the third parcel map shall contain two (2) parcels.

(d) Upon the recordation of a parcel map as described above, the property within such parcel map may be released (the "Release Parcel"); however, no release shall be made which shall cause the property which remains encumbered to not have reasonable ingress and egress to public roads and reasonable access to public utilities.

(e) For each Release Parcel to be released within the property which is the subject of this Deed of Trust, the sum of \$150,000.00 shall be paid to the principal of the note secured hereby, together with the interest accruing pursuant to the terms of the note secured hereby on the release price of \$150,000.00. Interest deemed charged for such release must be paid to the date of release.

MERRILL CONSTRUCTION, INC.,  
a Nevada corporation

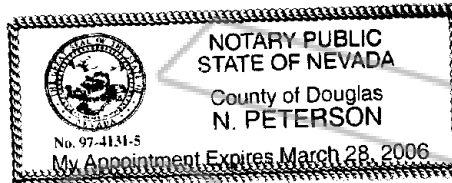
By:   
Bill Merrill, President

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STATE OF Nevada )  
 ) ss  
COUNTY OF Douglas )

This instrument was acknowledged before me on 1/7/05,  
2004, by BILL MERRILL, as President of MERRILL CONSTRUCTION, INC.

[Signature]  
Notary Public



The Beneficiary hereby joins in the execution of this Deed  
of Trust for the purpose of agreeing and consenting to the  
provisions contained in Paragraph 16 herein.

DATED: \_\_\_\_\_, 2004.

STARKER SERVICES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_,  
2004, by \_\_\_\_\_ as \_\_\_\_\_  
of STARKER SERVICES, INC.

\_\_\_\_\_  
Notary Public





DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

A parcel of land situated in and being a portion of S.W. 1/4 of the N.E. 1/4 of Section 28, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Commencing at the center of Section 28, Township 14 North, Range 20 East, M.D.B.&M., and running thence Northerly along the North-South quarter section line a distance of 666.29 feet to a point being the Southwest corner of the parcel of land conveyed to Howard Morris, et ux, in Deed of Correction recorded October 28, 1965 in Book 35, Page 455 as Document No. 29931 of Official Records, thence North 89°49'52" East, a distance of 50.00 feet to the True Point of Beginning; thence North 00°09'00" East along the East line of Vicky Lane, a distance of 284.27 feet to a point; thence North 89°46'26" East, a distance of 195.00 feet to a point; thence North 00°09' East, a distance of 215.00 feet to a point; thence Easterly, parallel to the East-West quarter section line of a distance of 771.15 feet to a point; thence South 00°08'51" West, a distance of 500.24 feet to a point; thence South 89°49'52" West a distance of 966.16 feet, to the Point of Beginning.

EXCEPTING THEREFROM all that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land situated in and being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 28, in Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Beginning at a point in the Southwest corner of the parcel of land conveyed to Alfred E. Irmer, et ux, in Deed recorded July 24, 1979 in Book 779, Page 1377, Document No. 34771 of Official Records; thence North 00°09'00" East, a distance of 224.27 feet; thence North 89°46'26" East, a distance of 195.00 feet; thence South 00°09'00" West, a distance of 224.46 feet to the Southerly line of the Irmer's parcel of land set forth hereinabove; thence South 89°49'52" West, a distance of 195.00 feet to the Point of Beginning.

Reference is made to the Record of Survey filed December 7, 1978 as File No. 27991 and September 25, 1979 as File No. 36993.

The above metes and bounds description appeared previously in that certain document recorded February 15, 1988 in Book 283, Page 1256 as Document No. 76192 of Official Records.

\* \* \* \* \*

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FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$450,000.00, 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

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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 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".

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11. The following covenants Nos. 1, 3, 4 (interest 8%), 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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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.

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MERRILL CONSTRUCTION, INC.,  
a Nevada corporation

By: Bill Merrill, President

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STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_,  
2004, by BILL MERRILL, as President of MERRILL CONSTRUCTION, INC.

\_\_\_\_\_  
Notary Public

The Beneficiary hereby joins in the execution of this Deed  
of Trust for the purpose of agreeing and consenting to the  
provisions contained in Paragraph 16 herein.

DATED: \_\_\_\_\_, 2004.

STARKER SERVICES, INC.

By: *James Hassett*

Its: James Hassett, Sr. Counselor

STATE OF )  
 ) ss  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_,  
2004, by \_\_\_\_\_ as \_\_\_\_\_  
of STARKER SERVICES, INC.

*David [Signature]*  
Notary Public

PLEASE SEE ATTACHED  
CA CERTIFICATE OF  
ACKNOWLEDGEMENT  
BY NOTARY PUBLIC  
DATED January 6, 2005

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara

} ss. Heidi Butler, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

On January 6, 2005, before me,  
Date

personally appeared James Hassett  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.  
Heidi Butler  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

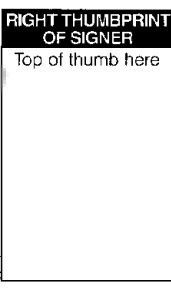
**Description of Attached Document**  
Title or Type of Document: Deed of Trust

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

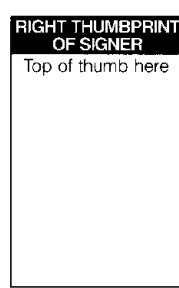
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: James Hassett
- Individual
  - Corporate Officer — Title(s): Senior Counselor
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: Starkey Services, Inc.

Signer Is Representing: \_\_\_\_\_





DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

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Reference is made to the Record of Survey filed December 7, 1978 as File No. 27991 and September 25, 1979 as File No. 36993.

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