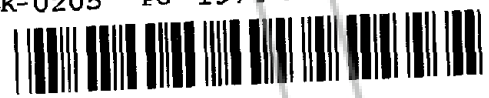


OFFICIAL RECORD
Requested By:
MARQUIS TITLE

APN : 1220-21-102-002

WHEN RECORDED MAIL TO:
Willis, Anderson, Granite Park, and Gilbert
C/O Jack B. Willis, Trustee
P O Box 12150
Zephyr Cove, Nevada 89448
240733

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 16.00
BK-0205 PG- 1974 RPTT: 0.00



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 31st day of January, 2005, between

KIT CARSON DEVELOPMENT LTD, a Nevada Limited Liability Company,

herein called **TRUSTOR**,

whose address is 1700 County Road, Suite C, Minden, Nevada 89423

and **MARQUIS TITLE & ESCROW, INC.**, a Nevada Corporation, herein called **TRUSTEE**
and

ETC CUSTODIAN FBO GEORGE ANDERSON IRA, as to an undivided \$375,000.00 interest and **JACK B. WILLIS, TRUSTEE FBO JACK BRYAN WILLIS, TRUST DATED 07-01-92** as to an undivided \$150,000.00 interest and **PAUL E. GILBERT**, a single man as to an undivided \$150,000.00 interest and **GRANITE PARK HOLDING CO., LLC**, a Nevada Limited Liability Company as to an undivided \$225,000.00 interest

herein called **BENEFICIARY**.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas, State of Nevada, more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

ACCELERATION CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the purpose of securing (1) payment of the sum of **\$900,000.00** with interest thereon 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; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this Deed of Trust. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

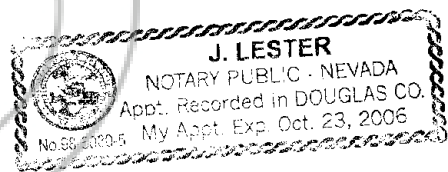
COUNTY	BOOK	PAGE	DOC NO.	COUNTY	BOOK	PAGE	DOC NO.
Carson	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	8 6 1 2 2 6		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Douglas	1286 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Elko	545 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	110 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Eureka	153 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077				
Lander	279 Off. Rec.						

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

KIT CARSON DEVELOPMENT LTD, a Nevada Limited Liability Company


 Byron Waite, Manager



STATE OF NEVADA
 COUNTY OF DOUGLAS

On 2-2-05 personally appeared before me, a Notary Public, Byron Waite
 who acknowledged that he executed the above instrument.

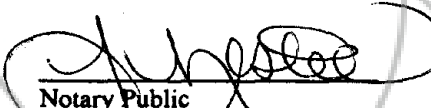

 Notary Public

EXHIBIT "A"

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

All that certain real property situate within a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 12 North, Range 20 East, M.D.M., County of Douglas, State of Nevada, being further described as:

Parcel 2B, as set forth on the Parcel Map #2035 for SIERRA ASSISTED LIVING, INC., filed for record in the Office of the County Recorder, Douglas County, Nevada, on August 16, 1996, in Book 896, Page 2843, as Document No. 394380.

Assessor's Parcel No. 1220-21-102-002

