DOC # 0654933 09/13/2005 03:49 PM Deputy: KLJ OFFICIAL RECORD Requested By:

Requested by: WESTERN TITLE COMPANY INC

APN: 1320-08-410-033

RECORDING REQUESTED BY: Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name

AL SHANKLE

Street

2248 MERIDIAN, STE D

MINDEN, NV 89423

Address

City,State Zip

91484-99

Order No.

00028518-502- SLG

Douglas County - NV Werner Christen - Recorder

e: 1 Of 3

Fee:

BK-0905 PG- 4320 RPTT:

16.00 0.00



(SPACE ABOVE THIS LINE FOR RECORDERS USE)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made on September 7, 2005, between GTO HOLDINGS LLC, a Nevada Limited Liability Company, TRUSTOR, whose address is 217 SIERRA COUNTY CIRCLE, GARDNERVILLE, NV 89460, Western Title Company, Inc., a Nevada Corporation, TRUSTEE, and AL SHANKLE and SUSAN SHANKLE, husband and wife, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of N/A, County of Douglas, Nevada, described as:

SEE ATTACHED FOR LEGAL DESCRIPTION

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

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 \$200,000.00 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 extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

Deed of Trust - Page 2

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 on January 30,1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY Churchill	BOOK 39 Mortgages	PAGE 363	DOC. NO. 115384	COUNTY Lincoln	воок	PAGE	DOC, NO. 45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	192 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Deeds	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Off. Rec.	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
			1	White Pine	295 R.E. Records	258	

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions 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 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 undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address herein before set forth.

STEPHENO TRACKMAN, MEMBER

KATHERINE YEOMAN, MEMBER

STATE OF NEVADA

COUNTY OF ONEVADA

This instrument was acknowledged before me on

My Appointment Expires June 14, 2008

by Stephen Output and Youllene long.

BK- 0905 PG- 4321 09/13/2005

LEGAL DESCRIPTION PARCEL 1D OF BUILDING 1

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

All that certain piece or parcel of land situate in the SW ¼ of Section 8, Township 13 North, Range 20 East, M.D.M., and more particularly described as follows:

Parcel 1D of Building 1 as shown on the Record of Survey, Document # 626022, Recorded in the Office of the Douglas County Recorder and more particularly described as follows;

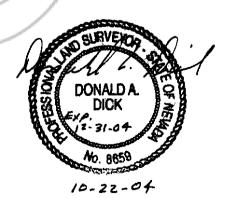
Commencing at the Southeast property corner of Tract 6, Block "B" as shown on Document # 426476 thence N 49°05'01" West, 85.56 feet; thence North 42°22'22" West, 124.00 feet to the POINT OF BEGINNING; Thence through the following courses;

- 1. South 47°37'38" West, 15.17 feet,
- 2. South 42°22'22" East, 4.00 feet;
- 3. South 47°37'38" West, 64.17 feet;
- 4. South 68°19'11" West, 0.71 feet;
- 5. North 42°22'22" West, 40.00 feet;
- 6. North 47°37'38" East, 32.00 feet
- 7. South 42°22'22" East, 0.25 feet,
- 8. North 47°37'38" East, 48.00 feet;
- 9. South 42°22'22" East, 36.00 feet to the POINT OF BEGINNING.

Area = 3,147.31 sq. ft.

The Bearing of NORTH along the Westerly property line of Tract 6, Block "B" as shown on the Record of Survey No. 10, Document No. 426476, was used as the Basis of Bearings for this description.

Prepared by:
Donald A. Dick, P.L.S.
Building & Site Engineering, LLC
2244 Meridian Blvd.
Suite B
Minden, NV. 89423



BK- 0905 PG- 4322

0654933 Page: 3 Of 3 09/13/