

OFFICIAL RECORD

Requested By:
KIM KAMHOLZ

APN: 1219-22-001-012

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

✓ Kim E. Kamholz
534 Foothill Road
Minden NV

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 8 Fee: 21.00
BK-0207 PG-01788 RPTT: 0.00



DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of January 2007, by and between BUCKSKIN DEVELOPMENT whose address is 1626 North Highway 395 Suite 3, Minden, NV 89423 ("Trustor"), ALLING & JILLSON, LTD. whose address is 276 Kingsbury Grade, Suite 2000, Post Office Box 3390, Lake Tahoe NV 89449 ("Trustee") and KIM KAMHOLZ 534 Foothill, Gardnerville, Nevada, 89460 ("Beneficiary").

WITNESSETH:

That Trustor irrevocably grants, bargains, sells and conveys to Trustee, in trust with power of sale, for the benefit of Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, easements, rights-of-way and appurtenances, water, water rights and any other rights, royalties and profits relating to the real property, including, without limitation, all minerals, oil, gas, geothermal and similar matters (the "Property") located in Douglas County, Nevada commonly known as 255 Forest Hill Way, Gardnerville, Nevada, Assessor's Parcel Number 1219-22-001-012 and as more particularly described on the legal description attached as Exhibit A and incorporated by this reference, which Property includes any parcels that form any part of the Property that are partitioned or adjusted in the future and are assigned new assessor's parcel numbers or have his legal description modified.

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 rents, issues and profits.

For the purpose of securing (1) payment of the sum of Five Thousand and 00/100 Dollars (\$5,000.00) with interest according to the terms of the Promissory Note of even date made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof (the "Note"); (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of additional sums and interest that may hereafter be loaned to Trustor, or its successors or assigns when evidenced by a promissory note(s) reciting that it is securing this Deed.

This Deed is governed in part by NRS 106.300 to 106.400 and therefore, secures future advances

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Beneficiary makes that are either optional or obligatory.

Trustor must pay every principal and interest installment on the Note and all other indebtedness secured hereby when they become due and perform and observe all covenants, agreements and provisions contained herein, in the Note and any other instrument given as security for the payment of the Note.

THE LOAN EVIDENCED BY THE NOTE AND SECURING THIS DEED IS PERSONAL TO TRUSTOR AND NOT ASSIGNABLE.

IN THE EVENT OF A SALE, CONVEYANCE, TRANSFER OR ENCUMBRANCE OR AN AGREEMENT FOR ANY SALE CONVEYANCE, TRANSFER OR ENCUMBRANCE, DIRECTLY OR INDIRECTLY, EITHER VOLUNTARILY, INVOLUNTARILY OR BY OPERATION OF LAW, OF THE TITLE TO OR POSSESSION OF ALL OR PART OF THE PROPERTY SECURING THIS DEED, BENEFICIARY MAY DECLARE THE ENTIRE NOTE BALANCE IMMEDIATELY DUE AND PAYABLE AND TREAT THE SALE, CONVEYANCE, TRANSFER OR ENCUMBRANCE AS AN EVENT OF DEFAULT.

To protect the security of this Deed, Trustor agrees:

1. To keep the Property in good condition and repair, not remove or demolish any building on it, complete or restore promptly and in a good and workmanlike manner any building that may be constructed, damaged or destroyed on it, pay when due all claims for labor performed and materials furnished for it, comply with all laws affecting the Property or requiring any alterations or improvements to be made on it, not commit or permit waste of it, not commit, suffer or permit any act upon the Property in violation of law and cultivate, irrigate, fertilize, fumigate, prune and do all other acts that from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To appear in and defend any action or proceeding purporting to affect the security hereof or Beneficiary's or Trustee's rights or powers and pay all costs and expenses, including evidence of title and attorney fees, if any action or proceeding in which Beneficiary or Trustee appear and any suit brought to foreclose this Deed.
3. To pay at least ten (10) days before delinquent and immediately furnish Beneficiary with proof of payment, all taxes and assessments affecting the Property, including assessments on appurtenant water stock when due, all encumbrances, charges and liens with interest on the Property or any part of it that appears to be prior or superior and all costs, fees and expenses of this Deed.

Should Trustor fail to make any payment or perform any act as provided herein, Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder may make or do the same in such manner and to such extent as either deems necessary to protect the security hereof, Beneficiary or Trustee being

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authorized to enter upon the Property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or Beneficiary's or Trustee's rights or powers, pay, purchase, contest or compromise any incumbrance, charge or lien that in the judgment of either appears to be prior or superior and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney fees. For these purposes, Trustor irrevocably appoints Beneficiary as his attorney-in-fact for the purpose of executing, making, delivering, filing, recording and doing all other things necessary or desirable, in Beneficiary's sole opinion, to accomplish the matters referred to in this paragraph.

4. To pay immediately and without demand all sums Beneficiary or Trustee expend, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid and pay any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount Beneficiary demands not to exceed the maximum allowed by law at the time when the statement is demanded.
5. In the event of sale or transfer of any interest in the Property, the unpaid balance under the Note will become due and payable at Beneficiary's option, or upon the transfer, Beneficiary may allow an assumption of the Note upon payment of the required service charge and on any conditions as Beneficiary may require.

It is mutually agreed that:

1. Any damage award in connection with any condemnation for public use of or injury to the Property, or any part of it, is hereby assigned and must be paid to Beneficiary who may apply or release the money received in the same manner and with the same effect as provided herein for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary waives his right either to require prompt payment when due of all other sums secured or to declare default for failure to pay.
3. At any time, or from time to time, without liability and without notice, upon Beneficiary's written request and presentation of this Deed and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat of it, join in granting any easement on it or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon Beneficiary's written request stating that all sums secured hereby have been paid, and upon surrender of this Deed and the Note to Trustee for cancellation and retention or other disposition as Trustee, in its sole discretion, chooses and upon payment of its fees, Trustee must reconvey, without warranty, the Property. The recitals in the reconveyance of any matters or facts will be conclusive proof of its truthfulness. The grantee in the reconveyance may be described as "the person(s) legally entitled to it."

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5. Upon Trustor's default in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and written notice of default and election to cause to be sold the Property which Trustee will cause to be filed for record. Beneficiary also must deposit with Trustee this Deed, the Note and all documents evidencing expenditures secured hereby.

After the lapse of time required by law following the recording of a notice of default and notice of sale as required by law, Trustee, without demand on Trustor, must sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it determines, at public auction, to the highest bidder, for cash in lawful U.S. money payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale and from time to time thereafter, may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee must deliver to the purchaser a deed conveying the Property, but without any covenant or warranty, express or implied. The recitals in this Deed of any matters or facts are conclusive proof of their truthfulness. Any person, including Trustor, Trustee or Beneficiary may purchase the Property at the sale.

After deducting all costs, fees and expenses of Trustee and this Trust, including the cost of evidence of title in connection with the sale, Trustee will apply the sale proceeds to payment of all sums expended under the terms hereof not repaid, with accrued interest at the amount allowed by law in effect at the date hereof, then all other sums secured hereby with the remainder, if any, to the person(s) legally entitled to them.

6. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may, from time to time, by a written instrument, substitute a successor(s) to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where the Property is situated, will be conclusive proof of proper substitution of the successor trustee(s) who must, without conveyance from the trustee(s)' predecessor, succeed to all its title, estate, rights, powers and duties. The instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new trustee(s).
7. This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary means the owner and holder, including pledges of the Note secured hereby, whether or not named as a beneficiary. In this Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.
8. Trustee accepts this trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee are a party unless brought by Trustee.

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9. With respect to any portion of the Property that is personal property or fixtures governed by the *Uniform Commercial Code* of the State of Nevada (the "Code"), this Deed is a security agreement between Trustor as the debtor and Beneficiary as the secured party and Trustor grants Beneficiary a security interest in that portion of the Property. Cumulative of all of Beneficiary's other rights hereunder, Beneficiary has all rights conferred upon secured parties by the Code. Trustor must execute and deliver to Beneficiary all financing statements that may, from time to time, be required to establish and maintain the validity and priority of his security interest, or any modification of it, and Trustor will bear all costs and expenses of any searches Beneficiary reasonably require.

Beneficiary may exercise any or all remedies of a secured party available under the Code with respecting the Property, and it is expressly agreed that if, upon default, Beneficiary proceeds to dispose of the Property in accordance with the Code's provisions, ten (10) days written notice by Beneficiary to Trustor will be deemed reasonable notice under any Code provision requiring notice, provided however, Beneficiary may, at his option, dispose of the Property in accordance with his rights and remedies respecting the Property pursuant to Deed's provisions in lieu of proceeding under the Code.

10. With respect to those items of the Property that are or will become fixtures, this Deed will be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest this Deed creates may be obtained from Beneficiary, as the secured party, at his address stated herein. Trustor's, as the debtors, mailing address is as stated herein.

The following miscellaneous provisions are a part of this Deed:

1. There will be no merger of the interest or estate created by this Deed with any other interest or estate in the Property at any time held by or for Beneficiary's benefit without his written consent.
2. All of Trustor's obligations under this Deed are joint and several, and all references to Trustor means each and every Trustor. This means that each and every signatory hereto is responsible for all obligations in this Deed.
3. This Deed will be governed by and interpreted and enforced in accordance with Nevada law.
4. Beneficiary will not be deemed to have waived any rights under this Deed unless it is given in writing and signed by him. No delay or omission on Beneficiary's part in exercising any right will operate as a waiver of the right or any other right. Waiver of a provision in this Deed will not prejudice or constitute a waiver of Beneficiary's right to demand strict compliance with that provision or any other. No prior waiver by Beneficiary or any course of dealing will constitute a waiver of any of Beneficiary's rights or Trustor's obligations as to any future transactions. Whenever Beneficiary's consent is required, the granting of such consent in any instance will not constitute continuing consent in subsequent instances where

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consent is required and in all cases, Beneficiary, in his sole discretion, may grant or withhold consent.

5. Any provision of this Deed that is invalid or unenforceable in any jurisdiction will be ineffective to the extent of the invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.
6. Time is of the essence in performance of this Deed and, except as otherwise provided herein, in the performance of any act or thing, the date named therein or calculated therefrom, as the date on or before the act or thing must be performed, will be controlling. Trustor specifically waives the benefit of the right to perform within a reasonable time after the date so named or so calculated.
7. To the extent permitted by law, Trustor releases and waives all rights to any homestead exemption in the Property, all rights of dower and curtesy in the Property, and all rights to possession of the Property during any period allowed by law for redemption.
8. This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiaries means the owner and holder, including pledges of the Note secured hereby whether or not named as Beneficiaries. In this Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.
9. Trustee accepts this trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustors, Beneficiaries or Trustee are a party unless brought by Trustee.
10. The covenants, numbers 1, 3, 4 (rate of interest is default rate) 5, 6, 7, (reasonable attorney's fees), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed provided however, that the express terms, conditions and covenants of this Deed will control, to the extent they are inconsistent with covenants 1; 3, 4, 5 and 9, and provided further that covenants 6, 7 and 8 will control the express terms, conditions and covenants of this Deed to the extent they are inconsistent with covenants 6, 7 and 8.
11. The power of sale under this Deed will not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Property remaining unsold, but will continue unimpaired until all of the Property has been sold by exercise of the power of sale contained herein and all indebtedness of Trustor to Beneficiary under this Deed, the Note and all other loan documents has been paid in full.
12. This Deed and any exhibit explicitly incorporated herein by reference contains the entire agreement between the parties with respect to the transaction contemplated and no

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covenants, promises, agreements, conditions or understandings, either oral or written, exist between them other than those set forth herein. No alteration or amendment to this Deed will be effective unless given in writing and signed by the party to be charged or bound by the alteration or amendment.

TRUSTOR:

BUCKSKIN DEVELOPMENT



By: MARK WYMAN
Its: President

STATE of NV)
) :SS
COUNTY of Douglas)

This DEED OF TRUST was acknowledged before me on 1/30/2007, by MARK WYMAN as President of BUCKSKIN DEVELOPMENT.


Notary Public

LORI MAE SILVA
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 97-2081-5 - Expires April 26, 2009

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EXHIBIT "A"

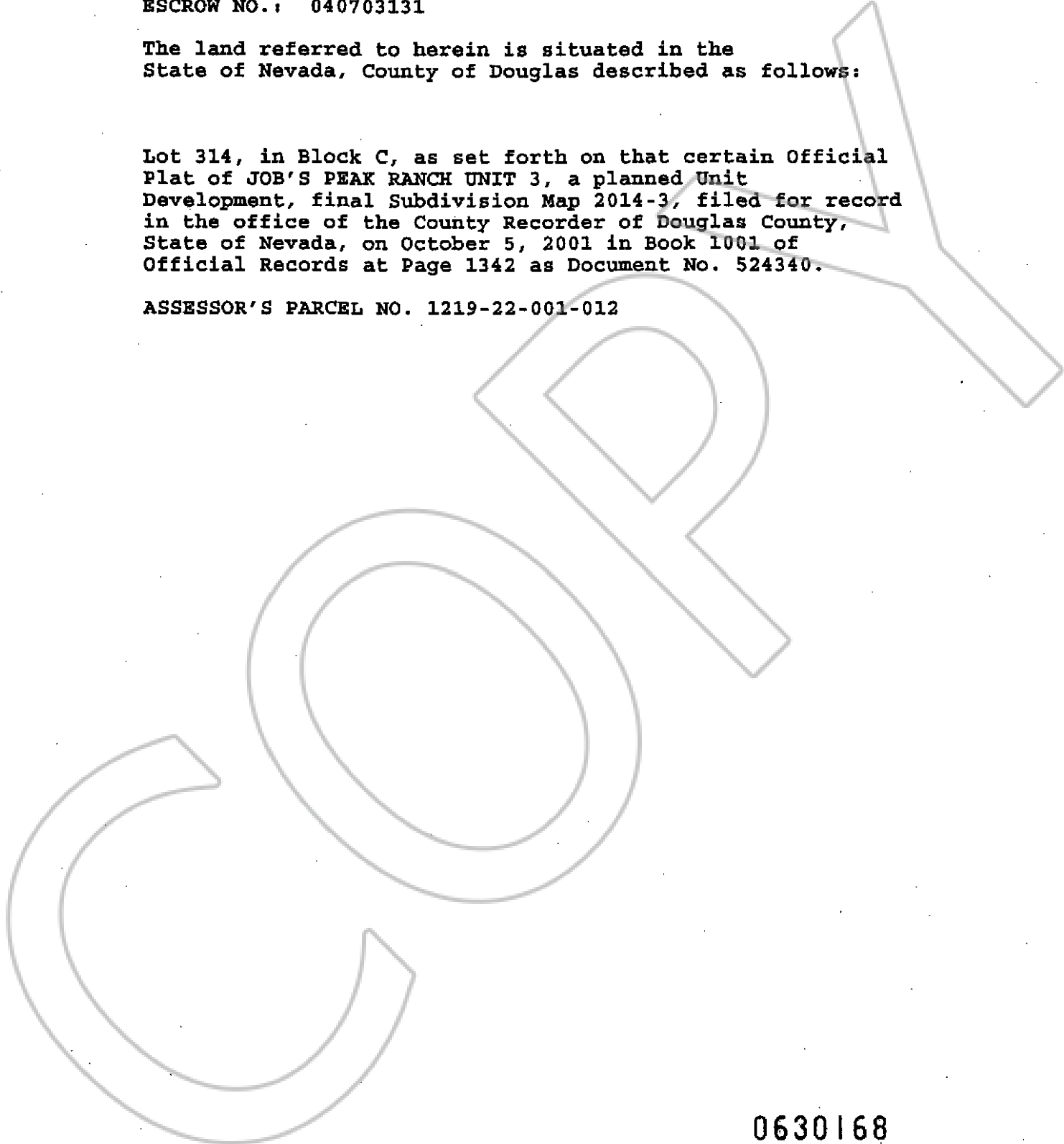
LEGAL DESCRIPTION

ESCROW NO.: 040703131

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

Lot 314, in Block C, as set forth on that certain Official Plat of JOB'S PEAK RANCH UNIT 3, a planned Unit Development, final Subdivision Map 2014-3, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on October 5, 2001 in Book 1001 of Official Records at Page 1342 as Document No. 524340.

ASSESSOR'S PARCEL NO. 1219-22-001-012



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