

A. P. No. 1419-35-101-001
Escrow No. 2309976-MK

When recorded mail to:

Patty Clark
PO BOX 1923
Minden NV 89423

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 20.00
BK-0307 PG- 1949 RPTT: 0.00



DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made February 28, 2007, between JAY DACRE MARRIAGE, Trustee of the JAY DACRE MARRIAGE REVOCABLE TRUST AGREEMENT, Dated August 26, 2002, herein called "Trustor", whose address is: 1700 County Road, Suite E, Minden, Nevada 89423, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, herein called "Trustee", and FISERV ISS & CO. FBO PATRICIA D. CLARK IRA whose address is: P.O. Box 173859, Denver, Colorado 80217-3859, herein called "Beneficiary",

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 and incorporated herein.

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 \$115,000.00, 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 therefore; 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 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 supporting 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 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 therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect 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, 2, 3 (interest 7%), 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.

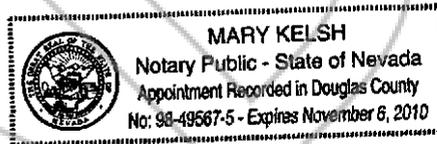
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0696488 Page: 3 Of 7 03/07/2007

16. 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 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.

TRUSTOR:


JAY DACRE MARRIAGE, Trustee of the
JAY DACRE MARRIAGE REVOCABLE
TRUST AGREEMENT, dated August 26,
2002

STATE OF Nevada)
COUNTY OF Douglas) SS



This instrument was acknowledged before me on
February 28, 2007, by JAY DACRE MARRIAGE.


Notary Public


0696488 Page: 5 Of 7 03/07/2007
BK- 0307
PG- 1953

EXHIBIT "A"

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

PARCEL 1:

ALL THAT REAL PROPERTY LOCATED WITHIN A PORTION OF SECTION 34 AND 35, TOWNSHIP 14 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR, NO TAG, A POINT ON THE EASTERLY LINE OF JACKS VALLEY ROAD, THE NORTHWESTERLY CORNER OF PARCEL 2 AS SHOWN ON THE MAP OF DIVISION INTO LARGE PARCELS FOR LITTLE MONDEAUX LIMOUSIN CORPORATION RECORDED JULY 31, 1992 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 284936, SAID POINT BEARS SOUTH 32°55'56" WEST, 2868.09 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 19 EAST, M.D.M.;

THENCE ALONG SAID EASTERLY LINE OF JACKS VALLEY ROAD NORTH 21°17'11" EAST; 1254.61 FEET TO THE SOUTHWEST CORNER OF PARCEL 8 PER RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR RONALD L. SIMEK, LITTLE MONDEAUX LIMOUSIN CORPORATION AND THE PIVOT LIMITED PARTNERSHIP FILED FOR RECORD IN BOOK 1296, PAGE 4975, DOCUMENT NO. 403935 OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

THENCE CONTINUING ALONG SAID EASTERLY LINE OF JACKS VALLEY ROAD NORTH 21°17'11" EAST, 1082.01 FEET

THENCE LEAVING EASTERLY LINE OF JACKS VALLEY ROAD SOUTH 54°39'00" EAST, 816.89 FEET;

THENCE NORTH 19°31'16" EAST, 131.71 FEET;

THENCE SOUTH 59°50'51" EAST, 353.71 FEET;

THENCE NORTH 54°46'21" EAST, 441.15 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 54°46'21" EAST, 906.54 FEET;

THENCE SOUTH 33°32'36" EAST, 484.45 FEET;

THENCE SOUTH 48°38'31" EAST, 604.15 FEET;

THENCE SOUTH 44°27'16" WEST, 285.53 FEET;

THENCE NORTH 51°56'54" WEST, 151.60 FEET;

THENCE SOUTH 38°33'50" WEST, 410.15 FEET;

THENCE NORTH 51°16'37" WEST, 1136.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A FIFTY FOOT (50') WIDE NON-EXCLUSIVE PRIVATE ACCESS EASEMENT AS SET FORTH IN THE GRANT, BARGAIN AND SALE DEED RECORDED JUNE 1, 1998 IN BOOK 698, PAGE 280, DOCUMENT NO. 441034.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 30, 2004 IN BOOK 604, PAGE 14774 AS INSTRUMENT NO. 617539.

