

OFFICIAL RECORD

Requested By:
MARQUIS TITLE

A.P.N. 1420-30-002-012 &
#1420-30-002-014

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0808 PG- 3081 RPTT: 0.00

WHEN RECORDED MAIL TO:
DOUG HUGH LIPPINCOTT
2900 HWY 395 N.
Minden, NV 89423



SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 28th day of July, 2008, between,
VICTOR OWEN, a married man as his sole and separate property
herein called TRUSTOR,

whose address is

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

DOUG HUGH LIPPINCOTT, a married man as his sole and separate property
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, being Assessment Parcel No. 1420-30-002-012 & #1420-30-002-014, more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART OF.

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 evidenced 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.



 VICTOR OWEN

California
 STATE OF ~~NEVADA~~
 COUNTY OF ~~DOUGLAS~~ *Santa Cruz*

On August 13th 2008, personally appeared before me, a Notary Public, Victor H. Owen III
 who acknowledged that he/she/ they executed the above instrument.



 Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Cruz

On August 12th 2008 before me, Scott J. Marin, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Victor H. Owen III
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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: Short form Deed of Trust and assignment of rents

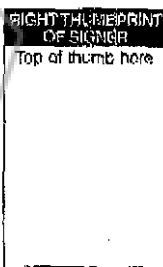
Document Date: 8/12/08 Number of Pages: 3

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Victor H. Owen III

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Himself

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



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 real property situate on both sides of the Carson River, in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the West ½ of Section 30, Township 14 North, Range 20 East, M.D.M., more particularly described as follows:

Adjusted Parcel 8A1 North of the Carson River, as shown on Boundary Line Adjustment Map #704215, recorded on June 29, 2007.

COMMENCING at the common corner for Sections 24 and 25, Township 14 North, Range 19 East and Sections 19 and 30, Township 14 North, Range 20 East, M.D.M.;

Thence along the common line between said Sections 25 and 30, South 00°44'27" West, 420.65 feet to the Northwest corner of Parcel 1, as shown on the Final Parcel Map LDA 02-085 for Doug H. Lippincott, recorded March 7, 2006, in the office of the County Recorder, Douglas County, Nevada, as Document No. 669335;

Thence South 89°16'00" East, 713.14 feet;

Thence South 89°15'53" East, 1,507.32 feet;

Thence South 33°25'24" East, 102.41 feet to the West right-of-way line of U.S. Highway 395;

Thence along said right-of-way line South 00°37'24" West, 2,343.60 feet to the intersection of said right-of-way line and the ordinary high water line on the left bank of the Carson River, the POINT OF BEGINNING;

Thence with the meanders, along the ordinary high water line on the left bank of the Carson River,

South 85°26'29" West, 264.15 feet;

North 86°06'32" West, 151.23 feet;

South 61°45'42" West, 326.96 feet;

South 44°16'28" West, 52.43 feet;

South 62°05'04" West, 96.33 feet;

South 57°31'30" West, 122.65 feet;

South 24°39'44" West, 165.70 feet;

South 09°34'37" East, 106.71 feet;

South 11°01'09" West, 127.54 feet;

South 16°41'05" West, 296.89 feet;

South 24°21'04" West, 251.44 feet;

South 36°47'44" West, 105.23 feet;

South 57°48'33" West, 200.82 feet;

South 55°18'22" West, 285.28 feet;

South 84°07'35" West, 9.85 feet;

Thence leaving the meanders, North 00°00'31" East, 387.82 feet;

Thence South 89°59'29" East, 400.54 feet;

Thence North 00°00'06" East, 1,398.40 feet;

Thence South 89°22'58" East, 1,271.15 feet to said West right-of-way line of U.S. Highway 395;

Thence along said right-of-way line, South 00°37'24" West, 209.47 feet to the POINT OF BEGINNING.

EXCLUDING ANY AND ALL CERTIFICATED WATER RIGHTS THERE FROM.

