

DOC # 729307
09/03/2008 02:31PM Deputy: PK
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 6 Fee: 19.00
BK-908 PG-541 RPTT: 0.00



A.P.N. 1022-15-001-119
Escrow No.: DO-2080105-WD (1080823)

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

First Priority Bank
310 E. Graham
Pryor, OK 74361

THIS SPACE FOR RECORDER'S USE ONLY

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated August 29, 2008, between SH-AN-DA Investments LLC, A Nevada Limited Liability Company, a fifty percent (50%) interest and The Red Eagle Holdings & Management LLC, A Nevada Limited Liability Company, a fifty percent (50%) interest, herein called TRUSTOR, whose address is 1490 Albite Rd. A-1, Wellington, NV89410, NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and First Priority Bank, whose address is 310 E Graham, Pryor, OK 74361, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH the rents, issues, and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of FIVE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED EIGHTEEN AND 20/100 DOLLARS (\$587,318.20), executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be 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 law; 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. The Trustor agrees to pay and discharge all costs, fees, and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or 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. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting 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 any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
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 said note to Trustee for cancellation and retention 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". Seven years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).
10. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, directing Trustee to execute a written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing



any expenditure secured hereby. Trustor agrees that any funds necessary to cure a default as set forth in the notice of default, must be presented to the Trustee in certified funds, or funds acceptable to said Trustee.

11. After such time as required by law shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. The place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at the time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Trustor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.

12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, and all such other sums then secured hereby, with accrued interest thereon at the current rate of interest as set forth in the Note and the remainder, if any, to the person or persons legally entitled thereto.

13. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

15. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.

16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

17. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.



The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA)
)
) SS.
COUNTY OF Douglas)

SH-AN-DA Investments LLC

On 8/29/08 before me, the undersigned, a Notary Public in and for said State and County, personally appeared Sheryl L. Radcliff-Negrete and Lester D. Walkley

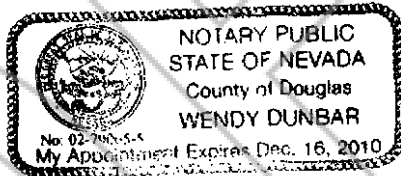
By: [Signature]
Sheryl L. Radcliff-Negrete, Managing Member

The Red Eagle Holdings & Management LLC

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

By: [Signature]
Lester D. Walkley, Managing Member

Signature [Signature]
Notary Public



REQUEST FOR FULL RECONVEYANCE

A reconveyance will be issued only upon presentation to the Trustee of this request properly signed and accompanied by the reconveyance fee, the original Deed of Trust, the original note or notes secured by said Deed of Trust, and any receipt or document evidencing any other indebtedness secured thereby.

TO _____, Trustee,
No. _____

The undersigned is the legal owner and holder of the _____ Note for the total sum of \$ _____, and of all other indebtedness secured by Deed of Trust dated _____, made by Trustor, to _____ Trustee, and recorded _____ in book _____, page _____, of Official Records, in the office of the county recorder of _____, County, Nevada, as document no. _____.

Said note _____, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, upon payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note _____ above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Mail Reconveyance to:

EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land, lying entirely within Parcel "A" as shown on the official plat, TOPAZ RANCH ESTATES, UNIT NO. 4, as filed for record in the office of the County Recorder, Douglas County, Nevada being more particularly described as follows:

Commencing at the Southeast corner of Lot 33, Block "H" of TOPAZ RANCH ESTATES, UNIT NO. 4 and proceeding thence along the West side of Albite Road, South $12^{\circ}23'37''$ East 382.28 feet; continuing South $12^{\circ}23'37''$ East 57.83 feet to the beginning of a curve to the left, the tangent of which bears the last described course; thence along said curve, having a central angle of $01^{\circ}18'05''$, a radius of 1030.00 feet, through an arc length of 23.40 feet to the true point of beginning; thence along a curve to the left, having a central angle of $08^{\circ}48'28''$, a radius of 1030.00 feet, thru an arc length of 158.34 feet to the beginning of a curve to the right; thence along said curve, having a central angle of $90^{\circ}00'00''$, a radius of 40.00 feet, through an arc length of 62.83 feet to a point on the Northerly line of Nevada State Highway No. 3; thence along said Northerly line South $67^{\circ}29'50''$ West 244.61 feet; thence North $17^{\circ}25'09''$ West 223.23 feet; thence North $72^{\circ}34'51''$ East 278.07 feet to the true point of beginning.

Note: Legal description previously contained in Book 0106 at Page 7102 as Document No. 666188 recorded on January 23, 2006.



BK-908
PG-546