

120901

A.P.N.: 014-101-02, 014-010-04,08
File No: 101-2053945 (DAM)

FILED FOR RECORDING
AT THE REQUEST OF

When Recorded, Mail Tax Statements To:
Desert Rose Enterprises, LLC
3773 Howard Hughes Parkway
Las Vegas, NV 89119

First American Title
2003 SEP 12 AM 9 46

LINCOLN COUNTY RECORDED
FEE \$100 DEP
LESLIE BOUCHER TD

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made September 4, 2003, between **325 East Fourth Street LLC, a Nevada Limited Liability Company, TRUSTOR**, whose address is **8075 Rancho Destino Road, Las Vegas, NV 89123, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Desert Rose Enterprises, LLC, a Nevada Limited Liability Company**, as to an undivided **75/85th interest and Land-Water.com, a sole proprietorship, as to an undivided 10/85th, BENEFICIARY**, whose address is **3773 Howard Hughes Parkway #100, Las Vegas, NV 89119**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Lincoln, State of Nevada, described as:

See Exhibit A attached hereto and by this reference made apart hereof

Payor may apply to the beneficiary for release of a specifically described portion of the real property encumbered by the deed of trust securing this note. Upon payment to the beneficiary of a reasonable amount of the principal balance, to be determined by the beneficiary, a said portion shall be released from note and deed of trust.

This deed of trust is being given as a portion of the purchase price.

The note secured by this deed of trust is being given as a portion of the purchase price and is junior and second in lien position to an existing deed of trust as evidenced by that certain document number 120900, in book number 177-400A, recorded on September 12, 2003.

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, and profits.

For the purposes of securing (1) payment of the sum of **eight hundred fifty thousand and no/100 dollars (\$850,000.00)** with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal 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 on January 30, 1968, in the book and at the

Lincoln County

page thereof, or under the document or file number, noted below opposite the name of such county, namely:

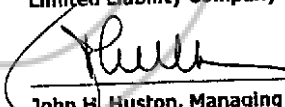
<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>	<u> </u>	<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

325 East Fourth Street LLC, a Nevada
Limited Liability Company

Date



John H. Huston, Managing Member

Date

Lincoln County

STATE OF NEVADA)
)
:ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on

9-4-03 by
John H. Houston, Managing Member
of 325 East Fourth Street LLC, a Nevada Limited Liability Company

[Signature]
Notary Public

(My commission expires: _____)

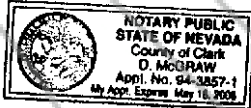


EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situated in the County of Lincoln, State of Nevada, bounded and described as follows (APN # 14-010-02, 14-010-04, 14-010-8 as shown on the Assessor's plats, Lincoln County, Nevada):

PARCEL 1:

Government Lot 4 of Section 2, Township 5 South, Range 66 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described as follows:

Beginning at the Northeast Corner of this parcel from which the Southeast Corner of Section 34, Township 4 South, Range 66 East, M.D.B.&M. bears South 89°40'49" East, a distance of 55.11 feet; Thence South 0° 18'57" West, a distance of 578.33 feet to the Southeast Corner; Thence North 89°42'33" West, a distance of 915.43 feet to the Southwest corner at a point on a curve on the Easterly boundary of State Route 317; subchord bears North 28° 18'22" East, a distance of 220.03 feet to the point of tangency of the curve; Thence North 31°34'09" East along the Easterly boundary of State Route 317 right-of-way, a distance of 449.74 feet to the Northwest corner; and Thence South 89°40'49" East, a distance of 578.83 feet to the Northeast corner which is the point of beginning.

Said land is further shown as Parcel 1 of Parcel Map for Lurette Tennille recorded August 22, 1994 in Plat Book A, Page 425 as File No. 102249 in the Office of the County Recorder, Lincoln County, Nevada.

PARCEL 2:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW 1/4) AND the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 2; AND the Southeast Quarter (SE1/4) of the Northeast Quarter (NE 1/4) of Section 3, all in Township 5 South, Range 66 East, M.D.B.&M.

PARCEL 3:

The North Half (N1/2) of the Southeast Quarter (SE1/4) AND the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE1/4) of Section 3 AND the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 10, all in Township 5 South, Range 66 East, M.D.B.&M.

TOGETHER with and including Grantor's interest in any and all grazing allotments and interests therein used in association with the above-described land, including two-thirds (2/3) interest in and to the Rainbow Grazing Allotment #11028 and Riggs Grazing Allotment #1087 on U.S. Bureau of Land Management ("BLM") land, and

TOGETHER with and including Grantor's interest in any and all minerals, oil & gas, hydrocarbons, sand and gravel and stone in on under or associated with all the above described land; and

TOGETHER with and including any and all water and water rights on, under, used on or associated with the all the above-described land and grazing allotments, including but not limited to: (a) all water and

water wells (including all pumps, motors, casings, screens, and electrical service and controls); (b) all riparian and correlative rights, all surface and underground storage rights and capacity; (c) all appropriations, priorities, permits, proofs, and applications to or pertaining to surface and groundwater; (d) all headgates, canals, ditches, division boxes, weirs, flumes and pipelines, laterals, reservoirs and ponds, all pipelines, tanks, valves and controls; (e) and all mutual water company stock and ditch company stock; and including but not limited to: proven, vested and permitted rights to water for eight hundred fifty (850) acre-feet of water per year to irrigate the above-described parcels of land and for additional water for stock watering and domestic use, more particularly described as follows:

- (1) Proof #01262 and Proof #01704 for a combined annual duty of 859 acre-feet; and
- (2) Permit #45945 (for an annual duty of 334.5 acre-feet) and Permit #61081 (for an annual duty of 3 acre-feet) issued by the Division of Water Resources, State of Nevada; and
- (3) Two-thirds (2/3) of any and all water rights represented by and associated with Proof #01022 and concerning the Upper Riggs Springs and Lower Riggs Springs and of the pipelines, water tanks, and water storage tanks on the above described BLM grazing allotments.

DO NOT RECORD

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereof; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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 and as may be approved by Beneficiary, for 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 and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, 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 proper.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay at least ten days before delinquency, taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior thereto, and all costs, fees and expenses of this trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent per annum.
6. At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover extra expenses involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED:

1. That any aware 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 effect as above provided for disposition of proceeds of fire or other insurance.
2. That 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 or all other sums so secured or to declare default for failure so to pay.
3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and representation of this deed and said 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 said property; consent to the making of any map of plat thereof; join in granting any agreement subordinating the lien or charge hereof.
4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may chose, and upon payment of its fees, Trustee shall reconvey, without warranty, property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of such rents, issues and profits, including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. That upon default by Trustor 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 delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above. Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of

the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.

7. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
8. The following covenants: Nos. 1, 3, 4 (Interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
9. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
10. It is expressly agreed that the trust created hereby is irrevocable by Trustor.
11. That 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. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. 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.
12. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, beneficiary or Trustee shall be a party unless brought by Trustee.
13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provision of the covenants hereinabove adopted by reference. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**REQUEST FOR FULL RECONVEYANCE
TO TRUSTEE**

DO NOT RECORD

The undersigned is the legal owner and holder of the note and of all indebtedness secured by the foregoing Deed of Trust. Said note, together with all other indebtedness secured by Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on 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 designed by the terms of said Deed of Trust, all the estate now held by you under the same.

Date: _____

Please mail Deed of Trust,
Note and Reconveyance to: _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situated in the County of Lincoln, State of Nevada, bounded and described as follows (APN # 14-010-02, 14-010-04, 14-010-8 as shown on the Assessor's plats, Lincoln County, Nevada):

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Government Lot 4 of Section 2, Township 5 South, Range 66 East, M.D.B.&M.

EXCEPTING THEREFROM that portion described as follows:

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Said land is further shown as Parcel I of Parcel Map for Lavette Tennille recorded August 22, 1994 in Plat Book A, Page 425 as File No. 102249 in the Office of the County Recorder, Lincoln County, Nevada.

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TOGETHER with and including Grantor's interest in any and all minerals, oil & gas, hydrocarbons, sand and gravel and stone in on under or associated with all the above described land; and

TOGETHER with and including any and all water and water rights on, under, used on or associated with the all the above-described land and grazing allotments, including but not limited to: (a) all water and

water wells (including all pumps, motors, casings, screens, and electrical service and controls); (b) all riparian and correlative rights, all surface and underground storage rights and capacity; (c) all appropriations, priorities, permits, proofs, and applications to or pertaining to surface and groundwater; (d) all headgates, canals, ditches, division boxes, weirs, flumes and pipelines, laterals, reservoirs and ponds, all pipelines, tanks, valves and controls; (e) and all mutual water company stock and ditch company stock; and including but not limited to: proven, vested and permitted rights to water for eight hundred fifty (850) acre-feet of water per year to irrigate the above-described parcels of land and for additional water for stock watering and domestic use, more particularly described as follows:

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- (3) Two-thirds (2/3) of any and all water rights represented by and associated with Proof #01022 and concerning the Upper Riggs Springs and Lower Riggs Springs and of the pipelines, water tanks, and water storage tanks on the above described BLM grazing allotments.