

APN: 009-551-28
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Mike Pavlakis, Esq.
402 North Division Street
P.O. Box 646
Carson City, NV 89702

DEED OF TRUST

THIS DEED OF TRUST is made this ____ day of _____, 2008, by
and between _____, of _____ ("trustor"), to
_____, of _____, Nevada ("trustee"), for HARRY R.
EBERLIN, of LaJolla, California ("beneficiary"),

WITNESSETH:

That the trustor does hereby grant, bargain, sell and convey unto the trustee in trust
with power of sale all that certain property situate in Carson City, Nevada, more particularly
described as follows:

See Exhibit A attached hereto.

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity,
which the trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversion, reversions, remainders, rents, issues and profits
thereof.

TO HAVE AND TO HOLD the same unto the trustee, its successors and assigns, for
the purpose of securing:

FIRST: The obligation being secured is performance of the obligations of the beneficiary as set forth in that certain Assignment and Assumption Agreement executed by trustor as Purchaser and beneficiary as Seller, a copy of which is marked Exhibit B, attached hereto, and by this reference is made a part hereof.

SECOND: Payment and performance of any additional obligations, with interest thereon, as may be hereafter advanced by beneficiary to trustor as additional advances under this deed of trust, and payment of any monies advanced or paid out by beneficiary or by the trustee to or for trustor pursuant to the provisions of this deed of trust, and payment of all other indebtedness of the trustor to the beneficiary or to the trustee which may exist or be contracted for during the life of this instrument, with interest at the Nevada judgment rate from the date advanced by trustor, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any agreement or agreements secured hereby.

THIRD: The expenses and costs incurred or paid by beneficiary or trustee in preservation or enforcement of the rights and remedies of beneficiary and the duties and liabilities of trustor hereunder, including, but not limited to, attorney's fees, court costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by beneficiary or trustee in performing for trustor's account any obligations of trustor or to collect the rents or prevent waste.

FOURTH: Trustor promises and agrees that it shall make no improvements, repairs, alterations, destruction, or demolition to the herein described property without the prior consent of trustor, except as set out in the above mentioned Exhibit B, attached hereto.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, remediation, and repair upon the above-described premises and shall not permit said claims to become a lien upon the premises unless there is a bona fide dispute as to the validity of the lien, which dispute is resolved and the lien removed within six (6) months from the date the lien is recorded or unless the trustor posts a bond for the payment of the lien plus costs pending resolution of the dispute; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon and not to commit or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

2. Trustor covenants to pay all taxes and assessments and 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, naming beneficiary as first loss payee, for full insurable value in a company or companies authorized to issue such insurance in the state of Nevada, and as may be approved by beneficiary naming beneficiary and trustor as insureds, as their interest may appear, and to deliver the policy to beneficiary or to collection agent of beneficiary and in default thereof, beneficiary may pay such taxes and assessments and procure such insurance and any such advance for taxes, assessments or insurance shall be deemed secured hereby.

3. Trustor covenants to comply with all statutes, ordinances, governmental requirements, as well as the requirements of any covenants, conditions and restrictions

affecting the herein described property and the construction, repair and removal of any buildings or improvements thereon.

4. TRUSTOR PROMISES AND AGREES THAT IF DEFAULT IS MADE IN THE PERFORMANCE OF ANY OF THE COVENANTS, PROMISES OR AGREEMENTS, CONTAINED HEREIN OR IN THE ASSIGNMENT AND ASSUMPTION AGREEMENT SECURED HEREBY; OR IF THE TRUSTOR BECOMES INSOLVENT OR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS; OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST THE TRUSTOR; OR IF A PROCEEDING IS VOLUNTARILY OR INVOLUNTARILY INSTITUTED FOR REORGANIZATION OR OTHER DEBTOR RELIEF PROVIDED FOR BY THE BANKRUPTCY ACT; OR IN THE EVENT THE PROPERTY DESCRIBED HEREIN, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE TRUSTOR; OR UPON THE DEATH OF THE TRUSTOR; THEN UPON THE HAPPENING OF ANY OF SUCH EVENTS, THE BENEFICIARY AT ITS OPTION MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE WITHOUT DEMAND OR NOTICE, AND BENEFICIARY OR TRUSTEE MAY RECORD A NOTICE OF SUCH BREACH OR DEFAULT AND ELECT TO CAUSE SAID PROPERTY TO BE SOLD TO SATISFY THE OBLIGATIONS SECURED HEREBY.

5. The following covenants, Nos. 1, 3, 4 (10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.

6. 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.

7. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. The trusts created hereby are irrevocable by the trustor.

9. Any notice to be given to either party by the other or to the Trustee shall be in writing and shall be served either personally or by registered or certified mail, postage prepaid, addressed as follows:

Trustor: HARRY R. EBERLIN
9581 La Jolla Farms Road
La Jolla, California 92037

Trustee: _____

Beneficiary: _____

10. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the trustor has executed this deed of trust as of the day and year first above written.

_____, Trustor

STATE OF NEVADA)
 : ss.
_____)

On _____, 2008, personally appeared before me, a notary public, _____, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Deed of Trust, who acknowledged to me that he executed the foregoing document.

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

All that certain piece and parcel of land situate in Carson City, state of Nevada,
and more particularly described as follows:

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Exhibit B

Consent Order