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REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUL -8 AM 11:57

WERNER CHRISTEN
RECORDER

\$ 41⁰⁰ PAID *KJ* DEPUTY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

U.S. Bank National Association
2300 West Sahara Avenue
Suite 200
Las Vegas, Nevada 89102
Attention: Ms. Cheryl A. Colbus

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME: **ROBERTS** FIRST NAME: **EDGAR** MIDDLE NAME: **S.** SUFFIX:

1c. MAILING ADDRESS: **85 Lonesome Polecat Lane** CITY: **Carson City** STATE: **NV** POSTAL CODE: **89704** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR: **Individual** 1e. TYPE OF ORGANIZATION: **Individual** 1f. JURISDICTION OF ORGANIZATION: **N/A** 1g. ORGANIZATIONAL ID #, if any: NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME: **ROBERTS** FIRST NAME: **RED** MIDDLE NAME: SUFFIX:

2c. MAILING ADDRESS: **85 Lonesome Polecat Lane** CITY: **Carson City** STATE: **NV** POSTAL CODE: **89704** COUNTRY: **USA**

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR: **Individual** 2e. TYPE OF ORGANIZATION: **Individual** 2f. JURISDICTION OF ORGANIZATION: **N/A** 2g. ORGANIZATIONAL ID #, if any: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **U.S. BANK NATIONAL ASSOCIATION**

OR

3b. INDIVIDUAL'S LAST NAME: FIRST NAME: MIDDLE NAME: SUFFIX:

3c. MAILING ADDRESS: **2300 W. Sahara Avenue, Suite 200** CITY: **Las Vegas** STATE: **NV** POSTAL CODE: **89102** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

See Schedule 1 attached to and incorporated in this Financing Statement by reference.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

08807

0618230
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SCHEDULE 1

Financing Statement (continued)

Name of Debtor: Edgar S. Roberts

Additional Debtor: Red Roberts

Name of Secured Party: U.S. Bank National Association

Item No. 4:

All of Debtor's right, title and interest now or hereafter acquired in and to:

(a) the real property described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land") together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all common area and other use rights, streets, roads, alleys, tenements, hereditaments, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining or appurtenant to any of the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights, shares of stock evidencing water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) all (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness, as defined in the Deed of Trust (hereinafter defined)), insurance policies, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves hereunder or under any other Loan Documents (hereinafter defined) for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits,

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SCHEDULE 1

Financing Statement (continued)

Name of Debtor: Edgar S. Roberts

Additional Debtor: Red Roberts

Name of Secured Party: U.S. Bank National Association

revenues and other benefits of the Premises and the Accessories; (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) all (i) proceeds (cash or non-cash) of or arising from the properties, rights, titles and interests referred to herein, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.3 and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above in this Section 1.3 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate:

As used herein, the terms "accounts," "chattel paper," "documents," "equipment," "general intangibles," "goods," "instruments" and "inventory" have the meanings provided by the Nevada Uniform Commercial Code on the date hereof.

Concurrently with signing this financing statement, Debtor, as Trustor, is executing for the benefit of Secured Party, as Beneficiary, a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (the "Deed of Trust"), encumbering certain property as therein described. The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust with respect to any property described in it which is real property. The intention of Debtor and Secured Party is that everything used in connection with the production of income from that real property, or adapted for use in or on it is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as, real property and part of the real property encumbered by the Deed of Trust, regardless of whether or not the same is physically attached to the Improvements. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, be filed in the office where this financing statement is filed.

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

All that parcel or parcels of real property located in Douglas County, Carson City, State of Nevada, and more particularly described as follows:

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

A parcel of land located within the West one-half of Government Lot 2 of Section 6 and within Government Lots 7 and 14, Westerly of U.S. Highway 395 of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the North one-sixteenth corner (CC N1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the Southwest corner of 13-210-04 on Amended Record of Survey for Douglas County #32 recorded July 11, 2000 in the Office of Recorder, Douglas County, Nevada as Document No. 495561;

thence along the Westerly line of said West one-half of Government Lot 2, North 00°15'54" East, 833.43 feet to the POINT OF BEGINNING;

thence continuing along said Westerly line, North 00°15'54" East, 82.34 feet;

thence North 78°12'09" East, 1348.97 feet;

thence along the Easterly line of said West one-half of Government Lot 2, South 00°21'09" West, 186.13 feet;

thence along the Northerly line of said Government Lot 7, North 89°35'11" East 329.99 feet to the Northeast corner of said Government Lot 7;

thence along the East line of said Government Lot 7, South 00°19'55" West, 15.71 feet to a point on the Westerly right-of-way of U.S. Highway 395;

thence along said Westerly right-of-way, South 07°48'25" West, 358.78 feet;

thence North 89°44'06" West, 268.76 feet;

thence along the arc of a curve to the left having a radius of 24.50 feet, central angle of 90°00'00", and arc length of 38.48 feet;

thence non-tangent to the preceding course, North 00°15'54" East, 170.04 feet;

thence along the arc of a curve to the left having a radius of 55.50 feet, central angle of 90°00'00", and arc length of 87.18 feet;

thence North 89°44'06" West, 620.50 feet;

thence North 00°15'54" East, 8.33 feet;

thence North 89°44'06" West 340.00 feet;

thence South 00°15'54" West, 18.50 feet;

thence along the arc of a curve to the right having a radius of 1.50 feet, central angle of 90°00'00" and arc length of 2.36 feet;

thence North 89°44'06" West, 291.00 feet to the POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain GRANT, BARGAIN AND SALE DEED, recorded in the office of the County Recorder of Douglas County, Nevada on February 9, 2001, in Book 0201, Page 1810, as Document No. 0508503, of Official Records.