

A.P.N. # 1419-05-000-005 AND -006
ESCROW NO. 040700510
RECORDING REQUESTED BY:
STEWART TITLE COMPANY

WHEN RECORDED MAIL TO:

SMITH AND SMITH, L.L.C.
2241 PARK PLACE, SUITE D
MINDEN, NV 89423

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 OCT -7 PM 4:08

WERNER CHRISTEN
RECORDER

\$19⁰⁰ PAID BH DEPUTY

(space above for recorder's use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 7th day of October, 2004, between,
INCLINE PARTNERS, LLC., A NEVADA LIMITED LIABILITY COMPANY

(whose address is 1001 Tahoe Blvd., Incline Village, NV 89451)

herein called "Trustor", STEWART TITLE OF **DOUGLAS COUNTY**, a Nevada
Corporation herein called "Trustee", and
SMITH AND SMITH, L.L.C.

(whose address is 2241 Park Place, Ste D, Minden, NV 89423)

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain
property situate in Douglas County, State of Nevada, more particularly
described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and
the reversion and reversions, remainder and reminders, rents, issues and profits thereof, subject, however, to the
right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect
said rents, issues, and profits by any lawful means, and to apply the same, less costs and expenses of collection,
to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of \$ 207,500.00 and the 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; and (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.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees 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 relating to any alterations or improvements 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
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DEED OF TRUST WITH ASSIGNMENT OF RENTS - Page 2.

property in violation of any law, covenant, condition, or restriction affecting said property, 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property 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. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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 Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the 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. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, 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 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 herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".
9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided. CONTINUED ON NEXT PAGE

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DEED OF TRUST WITH ASSIGNMENT OF RENTS - Page 3

(a) Should default be made by Grantor 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, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall be elapsed following recordation of 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. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) 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.

(e) 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 at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.

10. 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; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust 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 Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. 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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

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**INCLINE PARTNERS, LLC.,
A NEVADA LIMITED LIABILITY COMPANY**

Mike Flynn

**MIKE FLYNN
MEMBER**



Executed this 6th day of October, 2004

STATE OF Nevada
COUNTY OF Douglas ss.

This instrument was acknowledged before me on 10-6-04,
by MIKE FLYNN and JOHN D. PETERSEN

Signature *L. Hendrick*
Notary Public

(One Inch Margin on all sides of document for Recorder's Use Only)

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EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 040700510

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Description of all that lot, piece, or parcel of land being known as Adjusted Parcel A, reflecting a boundary line adjustment between Assessor's Parcel Numbers 1419-05-000-001 and 1419-05-000-002 and 1419-05-000-003, Douglas County, Nevada, said lot being a portion of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

PARCEL 1:

PORTION EASTERLY OF U.S. 50:

Commencing at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M.; thence North 88°41'30" East, 781.21 feet to the True Point of Beginning; thence North 88°41'30" East, 864.98 feet; thence on a curve to the right with radius of 295.00 feet; central angle of 105°16'22" and arc length of 542.02 feet; thence South 87°03'34" West, 103.65 feet; thence on a curve to the left with radius of 280.00 feet, central angle of 79°33'20" and arc length of 388.78 feet; thence South 07°30'14" West, 144.42 feet; thence on a curve to the right with radius of 300.00 feet, central angle of 115°06'43" and arc length of 602.73 feet; thence North 57°23'03" West, 156.51 feet; thence on a curve to the left with radius of 850.00 feet, central angle of 48°31'32" and arc length of 719.90 feet; thence North 06°19'25" East, 282.52 feet to the True Point of Beginning.

ASSESSOR'S PARCEL NO. 1419-05-000-006

PARCEL 2:

PORTION WESTERLY OF U.S. 50:

Commencing at the Northwest corner of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., said point being the True Point of

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LEGAL DESCRIPTION - continued
Order No.:040700510

Beginning; thence North 88°41'30" East, 419.02 feet; thence on a curve to the right with radius of 550.00 feet, central angle of 99°53'11" and arc length of 958.84 feet; thence North 00°22'45" West, 723.51 feet to the True Point of Beginning.

Basis of Bearings: The North line of the South 1/2 of the Northwest 1/4 of Section 5, Township 14 North, Range 19 East, M.D.B.&M., per BLM Plat filed on July 29, 1997. (Bearing: South 88°41'30" West).

ASSESSOR'S PARCEL NO. 1419-05-000-005

Said land further set forth on Record of Survey to Support a Boundary Line Adjustment and filed for record with the Douglas County Recorder on September 2, 2003 in Book 0903, at Page 450, as Document No. 588486, Official Records of Douglas County, Nevada.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED SEPTEMBER 11, 2003, BOOK 0903, PAGE 6014, AS FILE NO. 0589676, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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