

OFFICIAL RECORD  
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Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 8 Fee: 40.00  
BK-0405 PG-11285 RPTT: 0.00



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER** [optional]  
Karen A. Gonzales (925) 280-5384

**B. SEND ACKNOWLEDGMENT TO:** (Name and Address)

Owens Mortgage Investment Fund  
C/O Owens Financial Group, Inc.  
P. O. Box 2400 / 2221 Olympic Blvd.  
Walnut Creek, CA 94595

1220-06-001-006 and  
1220-06-001-006  
Loan # 51017  
1220-06-001-013

*Record in  
County of  
Douglas*

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: TRANS-SIERRA INVESTMENTS, INC., a Nevada corporation

OR

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

1c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

C/O Gary Casteel, P.O. Box 1047 Minden NV 89423 US

1d. TAX ID #: SSN OR EIN: ADD'L INFO RE ORGANIZATION DEBTOR: 1e. TYPE OF ORGANIZATION: Corporation 1f. JURISDICTION OF ORGANIZATION: Nevada 1g. ORGANIZATIONAL ID # if any: C3537-1990  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: FIRST NAME: MIDDLE NAME: SUFFIX:

2c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

2d. TAX ID #: SSN OR EIN: ADD'L INFO RE ORGANIZATION DEBTOR: 2e. TYPE OF ORGANIZATION: 2f. JURISDICTION OF ORGANIZATION: 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: OWENS MORTGAGE INVESTMENT FUND, a California limited partnership

OR

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

3c. MAILING ADDRESS: CITY: STATE: POSTAL CODE: COUNTRY:

P.O. Box 2400 / 2221 Olympic Blvd. Walnut Creek CA 94595 US

4. This FINANCING STATEMENT covers the following collateral:  
See Addendum "A" attached hereto

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  
Loan # 51017

08834

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a ORGANIZATION'S NAME TRANS-SIERRA INVESTMENTS, INC., a Nevada corporation			
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10 MISCELLANEOUS:  
See attached Addendum "A"

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a ORGANIZATION'S NAME						
OR	11b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID # If any		
				<input type="checkbox"/> NONE		

**12 ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a ORGANIZATION'S NAME						
OR	12b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13 This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral or is filed as a  fixture filing

14 Description of real estate:  
See Exhibit "A" to Addendum "A" attached hereto.

16 Additional collateral description:  
See attached Addendum "A"

15 Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17 Check only if applicable and check only one box  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC-1Ad) (REV 07/29/98)



**ADDENDUM –“A”**

**TO UCC FINANCING STATEMENT**

#4 This FINANCING STATEMENT covers the following collateral (continued):

All collateral (defined below) now, or hereinafter owned by Debtor, located on that real property commonly known as:

**Property A: 1350 Hwy 88, Minden, NV 89423**

**Property B: The Shops at Heavenly Village, 1001 Park Avenue, South Lake Tahoe, CA**  
and situated in the

**City of Minden, County of Douglas, State of Nevada, as to Property A; City of South Lake Tahoe, County of El Dorado, State of California, as to Property B.**

and further described as

**SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION**

and hereinafter referred to as the "Premises"

**"COLLATERAL"**

A. All buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described as

**City of Minden, County of Douglas, State of Nevada, as to Property A; City of South Lake Tahoe, County of El Dorado, State of California, as to Property B**

**SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION,**

attached to this UCC-1 Financing Statement and to which this **Addendum "A"** is attached (the "Premises"); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, coffee and espresso machines and accessories, furnishings of public spaces, halls and lobbies, and shrubbery and plants, office and computer equipment, registers, retractable hose reels, safety equipment, storage accessories, air tools, gasoline/petroleum storage tanks, gasoline pumps, car wash equipment, lube shop equipment, lights, shop tools, display cases, counters, ovens, warmers, refrigerators, freezers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, light fixtures, décor and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

B. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefore, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

C. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;



D. All the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding, and the leasehold estate in the event this Instrument is on a leasehold;

E. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

F. All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor hereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

G. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

H. All additions, accessories, replacements, substitutions, proceeds (including, but not limited to, proceeds from operations of the Premises) and products of the real and personal property, tangible and intangible, described herein.

I. All water rights and water stock relating to the Premises.

J. Any and all advances and deposits made pursuant to the Loan documents between the parties dated April 20, 2005.

The undersigned "Debtor" hereby authorizes **OWENS MORTGAGE INVESTMENT FUND, a California limited partnership**, to file and/or record this UCC-1 FILING STATEMENT.

TRANS-SIERRA INVESTMENTS, INC, a Nevada corporation

  
Gary B. Casteel, President

  
Claudia A. Casteel, Secretary

**Notarize**



STATE OF Nevada

COUNTY OF Douglas

On this 22ND day of April in the year of 2005

before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary B. Casteel and Claudia A. Casteel

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A. Stirling  
NOTARY PUBLIC


 PATRICIA A. STIRLING  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 00-39551-5 - Expires October 29, 2006



EXHIBIT "A"

LEGAL DESCRIPTION

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

Parcel 1:

Parcel 1 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County.

Parcel 2:

Parcel 2 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County.

Parcel 3:

A parcel of land located within a portion of the Northwest one-quarter (NW1/4) of Section 6, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northwest corner of Section 6 per Parcel Map for June Irene Rolph as recorded in the Office of the Recorder, Douglas County, Nevada on March 16, 1982 as Document No. 65928; thence along the North line of said Section 6 North 89°58'09" East, 1529.20 feet to the Point Of Beginning; thence continuing along said North line North 89°58'09" East, 457.19 feet; thence South 00°31'12" East, 466.73 feet; thence North 89°58'09" East, 466.69 feet to a point on the westerly right-of-way of State Route 88; thence along said westerly right-of-way South 00°31'12" East, 563.21 feet; thence South 89°27'44" West, 44.77 feet; thence along the arc of a curve to the left having a radius of 250.00 feet, central angle of 37°05'13" and an arc length of 161.82 feet; thence South 52°22'31" West, 70.89 feet; thence along the arc of a curve to the right having a radius of 200.00 feet; central angle of 37°05'13" and an arc length of 129.46 feet; thence along the South line of an existing 41 foot ditch irrigation and maintenance easement as shown on the Land Division Map for Ronald L. Simek as recorded in the Office of the Recorder, Douglas County, Nevada in Book 693, at page 7076 as Document No. 311336 South 89°27'44" West, 108.59 feet; thence along said South line of existing ditch easement South 89°11'09" West, 437.52 feet; thence along the centerline of an existing irrigation ditch North 00°38'25" West, 628.28 feet; thence along said centerline North 00°54'59" West, 545.74 feet to the Point Of Beginning.

Note: The above metes and bounds legal description appeared previously in that certain document recorded March 10, 1999 in Book 0399, Page 2498 as Instrument No. 462991.



EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of South Lake Tahoe, County of El Dorado, State of California, described as follows:

Parcel A:

A Condominium estate composed of:

Parcel 1: An undivided 3.1896% interest in and to Lots 5, 8 and 9 of the Park Avenue Subdivision, Phase 1, as more particularly described in that certain Map recorded on June 27, 2000 in Book I of Subdivision Maps, at Page 68 (the "Tract Map").

Excepting and reserving from said Parcel 1 the following:

(a) Residential Unit Nos. 2105, 2106, 2107, 2108, 2109, 2110, 2113, 2114, 2150, 2154, 2158, 2159, 2160, 2165, 2166, 2167, 2171, 2172, 2174, 2177, 2179, 2180, 2184, 2200, 2201, 2202, 2203, 2204, 2209, 2210, 2214, 2216, 2220, 2224, 2227, 2228, 22229, 2234, 2235, 2236, 2240, 2241, 3100, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3113, 3114, 3118, 3119, 3122, 3125, 3126, 3130, 3131, 3134, 3138, 3150, 3154, 3158, 3159, 3160, 3165, 3166, 3167, 3171, 3172, 3174, 3177, 3179, 3180, 3181, 3184, 3200, 3201, 3202, 3203, 3204, 3209, 3210, 3214, 3218, 3220, 3224, 3227, 3228, 3229, 3234, 3235, 3236, 3240, 3241, 3243, 3246, 3247, 3249, 3251, 3252, 3256, 3257, 3263, 3400, 3404, 3408, 3414, 3416, 3418, 4100, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4113, 4114, 4117, 4118, 4150, 4154, 4157, 4158, 4200, 4201, 4202, 4203, 4204, 4209, 4210, 4211, 4214, 4220, 4224, 4227, 4228, 4229, 4234, 4235, 4236, 4240, 4241, 4243, 4246, 4247, 4249, 4251, 4252, 4253, 4256, 4258, 4260, 4262, 4263, 4400, 4408, 4414, 4416, 4418, 5100, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5112, 5113, 5114, 5115, 5150, 5152, 5226, 5227, 5228, 5229, 5234, 5235, 5238, 5240, 5241, 5243, 5246, 5247, 5250, 5252, 5253, 5263, 5265.

And Commercial Units Nos. CU-1 through CU-15, inclusive,

all as shown on that certain Condominium Plan recorded on November 21, 2001, as Instrument No. 01-75866, in the Office of the County Recorder of El Dorado County, California (the "Condominium Plan");

(b) A non-exclusive easement for ingress, egress, use and enjoyment over the Common Area, subject to the provisions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Grand Residence Club at Lake Tahoe, recorded November 26, 2001, as Instrument No. 01-76239 of Official Records of El Dorado County, California (the "Declaration"), together with the right to convey the same to others;

(c) An exclusive right to possession and occupancy and an exclusive easement over all Limited Common Area, as defined in the Declaration and Condominium Plan together with the right to convey the same to others;

(d) All those certain easements referred to in Section 3.10 and 3.11 of the Declaration, together with the right to grant said easements to others;

Parcel 2: Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, and CU-15, as shown on the Condominium Plan recorded on November 21, 2001 as instrument no. 01-75866, in



the Office of the County Recorder of El Dorado County

Parcel 3: A non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of the Declaration, over the Common Area, (except for all limited Common Area, as defined in the Declaration and Condominium Plan).

Parcel 4: An exclusive right to possession and occupancy and an exclusive easement to use of all Commercial Limited Common Areas specifically appurtenant to Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, CU-15 and a non-exclusive right to possession and occupancy and a non-exclusive easement to use all Commercial Limited Common Areas appurtenant to all "Commercial units as a class" (as defined in the Declaration), as such Commercial Limited Common Areas are shown on the Condominium Plan or in the Declaration, subject to the provisions of the Declaration.

Parcel 5: A non-exclusive, perpetual, easement to use that certain 50 foot wide section of Lot 3B, as shown on the Tract Map, for vehicular and pedestrian ingress and egress purposes from Park Avenue to Lot 5, as shown on the Tract Map.

Parcel B:

Lots 6 and 7 as shown on the map entitled "Park Avenue Subdivision Phase 1" filed for record June 27, 2000 in Book I of Subdivision Maps, page 68, Official Records of El Dorado County

APN: 029-530-15-100 and 029-510-07-100 and 029-510-15-100 and 029-510-06-100 and 029-510-03-100 and 029-510-02-100 and 029-510-11-100 and 029-510-01-100 and 029-470-03-100 and 029-510-12-100 and 029-510-14-100 and 029-470-02-100

