

1320-33-000-014

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 10 Fee: 23.00
BK-1206 PG-11107 RPTT: 0.00



A.P.N. # 1320-33-001-005/1320-29-000-008/

ESCROW NO. _____

RECORDING REQUESTED BY:
STEWART TITLE COMPANY

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.303)

WHEN RECORDED MAIL TO:
WEALTH STRATEGIES INVESTMENT FUND LLC,
1789 E. COLLEGE PARKWAY #124
CARSON CITY, NEVADA 89706

(space above for recorder's use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 7 day of JULY, 2006, between,
THE RANCH AT GARDNERVILLE, LLC A NEVADA LIMITED LIABILITY
COMPANY (whose address is 1830 College Parkway #200
Carson City, Nevada 89706)

herein called "Trustor", STEWART TITLE OF _____, a Nevada Corporation herein called "Trustee", and

WEALTH STRATEGIES INVESTMENT FUND LLC, A NEVADA LIMITED LIABILITY COMPANY (whose address is 1830 College Parkway #200 Carson City, Nevada 89706)

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 \$ 15,000,000.00 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 property 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 affect 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



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".

CONTINUED ON NEXT PAGE

EXHIBIT "A"
DESCRIPTION
ADJUSTED A.P.N. 1320-33-001-005
(PARCEL 48)

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

A parcel of land located within portions of Sections 32 and 33, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243;

thence along the north line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1655.97 feet;

thence South 00°56'05" East, 1691.32 feet to the northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap, RLS 2280;

thence along the east line of said Lot 42, South 00°20'20" West, 1775.04 feet to the southeast corner of said Lot 42;

thence continuing South 00°20'20" West, 25.00 feet to the POINT OF BEGINNING;

thence along north line of Parcel 48 as shown on the Land Division Map for John B. Anderson No. 2 recorded September 27, 1978 in said office of Recorder as Document No. 25700, South 89°42'55" East, 1770.21 feet along the centerline of an existing dirt road;

thence along the centerline of an existing dirt road, South 00°25'14" West, 897.89 feet;

thence South 89°20'57" East, 884.10 feet;

thence South 00°39'03" West, 910.00 feet to a point on the north line of Chichester Estates as shown on the Final Subdivision Map for Chichester Estates, Phase 1, recorded September 12, 1995 in said office of Recorder as Document No. 370215;

thence along said north line of Chichester Estates, North 89°20'57" West, 513.00 feet to the northwest corner of said Chichester Estates, a found 5/8" rebar with plastic cap, PLS 6899;

thence North 89°19'12" West, 1261.23 feet to a found 1/2" iron pipe, no tag;



thence North 89°09'51" West, 302.55 feet to the southeast corner of Adjusted A.P.N. 1320-32-601-013 as shown on the Record of Survey to Support a Boundary Line Adjustment for Robert M. and Rebecca S. Oxoby and Dinsmore Family Trust recorded June 30, 2003 in said office of Recorder as Document No. 581916;

thence along the easterly line of said Adjusted A.P.N. 1320-32-601-013 and Adjusted A.P.N. 1320-32-601-012 as shown on said Oxoby/Dinsmore Record of Survey and as described in the Deed between Carson Valley Packing, Inc. and Henry and Edith Hazel Seeman recorded April 14, 1944 in said office of Recorder in Book W of Deeds, at Page 572, the following courses:

North 00°40'36" East, 120.30 feet;
North 53°24'24" West, 328.80 feet;

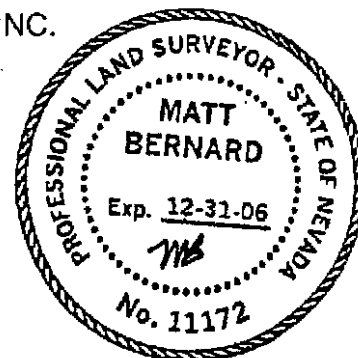
thence continuing along a fence line as described in said Carson Valley Packing, Inc./Seeman Deed, North 45°13'00" West, 429.86 feet to a found fence corner;

thence continuing along said fence line as described in the Carson Valley Packing, Inc./Seeman Deed, North 00°20'20" East, 1182.36 feet to the POINT OF BEGINNING, containing 87.00 acres, more or less.

The Basis of Bearing of this description is North 89°23'21" West, the north line of the Southeast one-quarter of Section 29, T.13N., R.20E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



4-11-06

EXHIBIT "B"
DESCRIPTION
A.P.N. 1320-29-000-008
PARCEL 37 (Prior to Adjustment)
(Park Cattle Co.)

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

A parcel of land located within a portion of the South one-half (S½) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243, the POINT OF BEGINNING;

thence along the north line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1655.97 feet;

thence South 00°56'05" East, 1691.32 feet to the northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap, RLS 2280;

thence along the north line of said Lot 42, North 88°45'34" West, 1728.80 feet to the northwest corner of said Lot 42;

thence along an existing fence as described in the Deed between Grace M. Dangberg and Henry F. and Edith Hazel Seeman recorded March 17, 1947 in said office of Recorder in Book Y of Deeds, at Page 145, North 00°56'42" East, 1457.48 feet to a point on the southerly right-of-way of Buckeye Road as described in Grant Deeds for Public Roadway recorded April 13, 1998 in said office of Recorder in Book 498, at Page 1993 and as recorded December 3, 1998 in Book 1298, at Page 826;

thence along said right-of-way of Buckeye Road, the following courses:

Along the arc of a non-tangent curve to the right having a radius of 690.00 feet, central angle of 30°22'50", arc length of 365.86 feet, and chord bearing and distance of North 65°37'05" East, 361.59 feet;

North 80°48'30" East, 117.90 feet;

North 89°29'43" West, 425.92 feet;

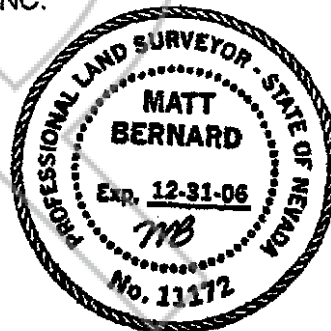


thence North 01°26'19" East, 42.20 feet to the POINT OF BEGINNING,
containing 65.02 acres, more or less.

The Basis of Bearing of these descriptions is North 89°23'21" West, the north line of the Southeast one-quarter of Section 29, T.13N., R.20E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243.

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P.O. Box 2229
Minden, Nevada 89423



11-2-05



EXHIBIT "C"
DESCRIPTION
ADJUSTED A.P.N. 1320-29-000-014
(PARCEL 43)

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

A parcel of land located within portions of the South one-half (S½) of Section 29 and the North one-half (N½) of Section 32, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., a found 5/8" rebar with plastic cap, PLS 11172 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243;

thence along the north line of the Southeast one-quarter of said Section 29, South 89°23'21" East, 1655.97 feet;

thence South 00°56'05" East, 1691.32 feet to the northeast corner of Lot 42 as shown on the Second Amended Record of Survey for John B. Anderson recorded June 4, 1981 in said office of Recorder as Document No. 56926, a found 5/8" rebar with cap; RLS 2280, the POINT OF BEGINNING;

thence along the east line of said Lot 42, South 00°20'20" West, 1775.04 feet to the southeast corner of said Lot 42;

thence along the south line of said Lot 42, also being the north line of Zerolene Road, North 89°42'32" West, 463.60 feet;

thence North 35°33'10" West, 589.61 feet;

thence North 38°50'33" West, 80.14 feet;

thence North 28°17'55" West, 131.62 feet;

thence North 51°49'55" West, 126.45 feet to an angle point in the westerly line of said Lot 42, a found ½" iron pipe;

thence along said westerly line of Lot 42, also being the easterly line of A.P.N. 23-250-03 as shown on the Record of Survey for Donald E. Bently recorded October 4, 1994 in said office of Recorder as Document No. 347532, the following courses:

North 28°17'02" West, 208.95 feet;

North 22°39'41" West, 218.42 feet;

North 02°14'26" East, 79.34 feet;

North 81°13'07" West, 432.72 feet;

North 52°09'48" West, 213.23 feet;



Along the arc of a non-tangent curve to the left having a radius of 613.00 feet, central angle of $30^{\circ}20'56''$, arc length of 324.70 feet, and chord bearing and distance of North $14^{\circ}09'29''$ East, 320.92 feet;
North $01^{\circ}00'59''$ West, 101.09 feet to the northwest corner of said Lot 42;

thence along the north line of said Lot 42, South $88^{\circ}45'34''$ East, 1728.80 feet to the POINT OF BEGINNING, containing 47.53 acres, more or less.

The Basis of Bearing of this description is North $89^{\circ}23'21''$ West, the north line of the Southeast one-quarter of Section 29, T.13N., R.20E., M.D.M. as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co. recorded September 28, 2004 in the office of Recorder, Douglas County, Nevada as Document No. 625243.

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