

OFFICIAL RECORD

Requested By:

WESTERN TITLE COMPANY INC

APN#: 1319-19-720-027 1319-19-720-029 1319-19-720-031

Recording Requested By:  
Western Title Company, Inc.

Escrow No.: 011640-SSL

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 11 Fee: 49.00  
BK-0507 PG-10406 RPTT: 0.00



When Recorded Mail To:  
Brisa Fund LLLP  
P.O. Box 6777  
Washington, D.C.  
20020

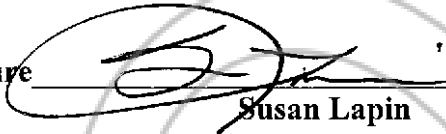
Mail Tax Statements to: (deeds only)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.  
(Per NRS 239B.030)

Signature

  
Susan Lapin

Agent

DEED OF TRUST

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

Commercial First Deed of Trust

THIS Commercial First Deed of Trust ("Security Instrument") is made May 25, 2007, among the grantor (s), **Shellback Development Corp** having an address of **12436 West Torquay Road, Ocean City Maryland 21842**, The trustee(s) is/are **LJ Clavelli**. The address for notice is **4 Orchid Way, Potomac, Maryland 20854**. The Beneficiary/Noteholder is **Brisa Fund LLLP successors and or assigns, P.O. Box 6777, Washington D.C. 20020** ("Noteholder"). This Security Instrument secures to Noteholder: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions, modifications; (b) the payment of all other sums, with interest, advanced by Noteholder to protect the security of this Security Instrument; and (c) the performance of the Grantor's covenants and agreements. For this purpose, Grantor irrevocably grants and conveys with general warranty to Trustee, in trust, with power of sale, the property located at **3 individual lots commonly referred to as 183 Tramway Drive, Stateline, NV 69449, 187 Tramway Drive, Stateline NV 69449, and 195 Tramway Drive, Stateline NV 69449.**, ("Property Address") all more fully described in Schedule A attached hereto and made part hereof under legal description.

\* Corporation

(See Attached Legal)

**3 individual lots commonly referred to as 183 Tramway Drive, Stateline, NV 69449, 187 Tramway Drive, Stateline NV 69449, and 195 Tramway Drive, Stateline NV 69449.**

For all purposes herein, the terms, "Grantor," "Grantee," "Trustee," "Noteholder" and "Beneficiary" and their modifiers shall be construed to include the plural of said terms where applicable under this instrument.

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Noteholder to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and all of the foregoing, together with said Property, are herein referred to as the "Property".

TO SECURE to Noteholder the repayment of the indebtedness evidenced by Grantor's Promissory Note dated even date herewith, ("Note" herein), in the Principal Sum of **One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00)**, with the balance of the indebtedness including accrued interest, if not sooner paid, due and payable **May 25, 2008**. The payment of all other sums, with Interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Grantor herein contained.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Grantor will warrant and defend specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions of record. This Deed of Trust incorporates by reference the terms and provisions of a Note made by Grantor on this date securing Noteholder in the amount of **\$150,000.00**.



*[Handwritten signature]*  
*[Handwritten initials]*

The Grantor certifies that this loan is transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of the applicable Commercial

Law Article of the Annotated Code for the specified state specifically, without limiting the scope of the said statute, for purposes of investment property to-wit: the above referenced property in Maryland and further certifies that this loan is a loan for a business or commercial purpose as described by Section 226.3(a) Federal Reserve Regulation Z, as amended.

Grantor and Noteholder covenant and agree as follows:

1. Payment of Principal and Interest: Grantor shall promptly pay when due the Principal and Interest in the indebtedness evidenced by the Note and prepayment and late charges as provided in the Note.
2. Application of Payments: Unless applicable law provides otherwise, all payments received by Noteholder shall be applied by Noteholder first to repay disbursements under Paragraph 6, then to Interest payable on the Note, and then to the Principal of the Note.
3. Prior Mortgages and Deeds of Trust; Charges; Liens: Grantor shall perform all of Grantor's obligations under any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Deed of Trust, including Grantor's covenants to make payments when due. Grantor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
4. Hazard Insurance: Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Noteholder may require and in such amounts and for such periods as Noteholder may require. The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Noteholder; provided, that such approval should not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Noteholder and shall include a standard mortgage clause in favor of and in form acceptable to Noteholder. Noteholder shall have the right to hold the policies and renewals thereof, and Grantor shall promptly furnish to Noteholder all renewal notices and all receipts of paid premiums. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Noteholder. Noteholder may make proof of loss if not made promptly by Grantor.

The insurance proceeds shall be applied to restoration or repair of the Property damaged. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, at the sole discretion of the Noteholder, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor.

5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments: Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

*[Handwritten signature]*  
*[Handwritten initials]*

6. Protection of Noteholder 's Security: If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Noteholder 's interest in the Property, including, but not limited to, eminent domain, foreclosure under a prior Deed of Trust, insolvency, code enforcement, or arrangements or proceedings involving a Bankrupt or Decedent, then Noteholder at Noteholder 's option, upon notice to Grantor, may make such appearances, disburse such sums and take such action as is necessary to protect Noteholder 's interest, including, but not limited to, disbursement of reasonable Attorney's Fees and entry upon the Property to make repairs. Any amount disbursed by Noteholder pursuant to this Paragraph 6, with Interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Noteholder agrees to other terms of payment, such amount shall be payable to Noteholder upon notice to Grantor requesting payment thereof, and shall bear Interest from the date of disbursement at the rate payable from time to time on outstanding Principal under the Note unless payment of Interest at such rate would be contrary to applicable law, in which event such amount shall bear Interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Noteholder to incur any expense or take any action hereunder.
7. Inspection: Noteholder may make or cause to be made reasonable entries upon and inspections of the Property, provided that Noteholder shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Noteholder 's interest in the Property.
8. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Noteholder; subject to the terms of any Mortgage, Deed of Trust or other security agreement which has a priority over this Deed of Trust.
9. Grantor Not Released: Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Noteholder to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Noteholder shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of sums secured by this Deed of Trust by reason of any demand made by the original Grantor and Grantor's successors in interest.
10. Forbearance by Noteholder- Not a Waiver: Any forbearance by Noteholder in exercising any right or remedy hereunder under the Note, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
11. Remedies Cumulative: All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and rights hereunder shall inure to, the respective successors and assigns of Noteholder and Grantor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret define the provisions hereof.



*Dee*  
*Ad*

13. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice by Certified Mail, Return Receipt Requested, postage prepaid, addressed to Grantor at Grantor's designated address, and (b) any notice to Noteholder shall be given by Certified Mail, Return Receipt Requested, postage prepaid, to Noteholder 's designated address. Any notice provided for in this Deed of Trust shall have been deemed to been given to Grantor or Noteholder when mailed and not when received. Current address is address for all legal notices. Noteholder will be given notice of any and all new addresses and telephone numbers as they occur in writing at the above address, return receipt requested, within ten (10) days after they occur at the above address.
14. Governing Law; Severability: This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
15. Grantor's Copy: Grantor acknowledges receipt of a copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
16. Transfer of the Property; Assumption: If all or any part of the Property or an interest therein is sold, transferred (transfer to include but not be limited to any lease containing a purchase option, lease for more than three (3) years, land installment contract or contract for Deed) or further encumbered by Grantor without Noteholder 's prior written consent, Noteholder may at Noteholder 's option declare all the sums secured by this Deed of Trust immediately due and payable. If Noteholder exercises such option to accelerate, Noteholder shall mail Grantor notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than Ten (10) days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Noteholder may, without further notice or demand on Grantor, invoke any remedies permitted by Paragraph 17 hereof.
17. Acceleration; Remedies: Upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Noteholder shall mail notice to Grantor as provided in Paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than Ten (10) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice will result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, all of the sums secured by this Deed of Trust are immediately due and payable without further demand, and Noteholder may invoke the power of sale and any other remedies permitted by applicable law. Noteholder shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, Noteholder 's Attorney's Fees. If Noteholder invokes the power of sale, Noteholder shall mail or cause Trustee to mail written notice of sale to Grantor in the manner prescribed by applicable law.



*Handwritten signature*  
*aw*

Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee shall sell the Property at Public Auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Noteholder, or Noteholder's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: ; (a) to all sums secured by this Deed of Trust; and (b) to all costs and expenses of the sale, including, but not limited to, Trustee's Commission of Five Percent (5%) of the gross sale price, reasonable Attorney's Fees and costs of title evidence (c) the excess, if any, to the person or persons legally entitled thereto.

In the event the Property is advertised for sale and redeemed by Grantor prior to sale, Grantor shall pay, in addition to all sums secured by this Deed of Trust, costs and expenses of sale, including, but not limited to, the Auctioneer's Fee, the Attorney's Fees, cost of title evidence and a Trustee's Commission equal to Two and One-half Percent (2 1/2%) of the unpaid balance of the indebtedness.

18. Incorporation: This Deed of Trust incorporates herein by reference all the terms, conditions and obligations of the Note of even date as if they were fully set forth herein and any default under the Note shall be a default under this Deed of Trust and that to the extent that anything in this instrument contradicts the terms and conditions of the Note, the terms of the Note shall control. The Grantor shall be personally liable for the repayment of the indebtedness in accordance with the terms and conditions of the Note of even date herewith.
19. Assignment of Rents; Appointment of Receiver: As additional security hereunder, Grantor hereby assigns to Noteholder the rents of the Property, provided that Grantor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Noteholder shall be entitled to appoint a receiver to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable Attorney's Fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.
20. Adequate Assurance of Future Performance: In the event Grantor becomes a Debtor or Bankrupt in a case pending under the Bankruptcy Code, Noteholder's right to accelerate the obligation secured hereby shall be subject to the rights of the Trustee in Bankruptcy or Debtor in Possession to assume the obligation secured hereby.

The Trustee or Debtor in Possession shall not have the right to assume the obligation secured hereby or the Deed of Trust unless the Trustee or Debtor in Possession (a) promptly upon demand cures all defaults, (b) promptly upon demand compensates Noteholder for monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance. Adequate assurance of future performance, as used above, shall mean that the following criteria must be complied with promptly upon demand: The Trustee or Debtor in Possession agrees that

the use of the Property shall remain unchanged; and that a Bond be posted with the Bankruptcy Court in an amount equal to no less than that amount of Principal and Interest required to be paid to Noteholder under the obligation secured hereby during the period commencing upon the filing of the Bankruptcy Petition and ending one year thereafter. In the event Grantor, Debtor in Possession or Trustee in Bankruptcy are unable to cure its defaults, reimburse Noteholder for monetary damages, pay the obligation secured hereby when due, or meet the criteria and obligations of adequate assurance of future performance stipulated above, this Deed of Trust and the obligation it secures may be accelerated. "Promptly upon demand," as used herein, shall mean within Thirty (30) days after demand.

21. Release: Upon payment of all sums secured by this Deed of Trust, Noteholder or Trustee shall release this Deed of Trust to Grantor. Borrower shall pay all costs of recordation and reasonable Trustee's fees.
22. Substitute Trustee: Any Trustee may act. Substitution of trustees permitted without cause notice or reason. Each trustee acting hereunder shall be paid a fee of Fifty (\$50.00) Dollars for each document that he is required to execute under the terms of the Deed of Trust. Exemptions Waived.
23. Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Noteholder, Grantor shall pay to Noteholder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Noteholder may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Noteholder if Noteholder is such an institution). Noteholder shall apply the Funds to pay the escrow items. Noteholder may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Noteholder pays Grantor interest on the Funds and applicable law permits Noteholder to make such a charge. Grantor and Noteholder may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Noteholder shall not be required to pay Grantor any interest or earnings on the Funds. Noteholder shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Noteholder, together with the future monthly payments of Funds payable prior to the due dates of the escrow items shall exceed the amount required to pay the escrow items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly payments of Funds. If the amount of the Funds held by Noteholder is not sufficient to pay the escrow items when due, Grantor shall pay to Noteholder any amount necessary to make up the deficiency in one or more payments as required by Noteholder.

*(Handwritten initials)*

24. Costs and Timelines If any monies are advanced by Noteholder to Maker for development costs, soft costs or pre development draws and such documents or verifications of work completed is not met within the timelines specified by the Maker, and unless expressly written to the contrary by the Noteholder, Maker shall immediately be in default of the note and subjected to the default provisions stated in this Deed of Trust. If any engineering or development work has been completed and Maker is deemed to be in default then Maker hereby agrees to turn over any and all work received from the use of any advance funds received by the Noteholder to include but not be limited to plats, engineering reports, delineations, Topo's, Environmentals ect..
25. Upon payment in full of all sums secured by this Security Instrument, Noteholder shall promptly refund to Grantor any Funds held by Noteholder. If the property is sold or acquired by Noteholder under the terms herein set forth, Noteholder shall apply, no later than immediately prior to the sale of the Property or its acquisition by Noteholder, any Funds held by Noteholder at the time of application as a credit against the sums secured by this Security Instrument.
26. Grantor hereby expressly acknowledges that the promissory note provides for payment of compound interest, and that the principal balance of this loan shall increase whenever, and every time, monies are advanced by the Noteholder for protection of Noteholder 's interest, to include but not be limited to real estate taxes, insurance, maintenance and repairs, that a monthly payment due hereunder is not made in accordance with the terms of this Note.
27. Occupancy. **Maker specifically states that he/she/they will not occupy the property(s).**
28. Cross Collateralization. This deed of Trust is hereby cross collateralized with any future loans made to this Maker by this Lender and default on any loan will be a default on all loans. Notwithstanding anything to the contrary elsewhere herein, the date of maturity for this instrument shall not occur, and this instrument shall remain fully enforceable under its terms, until the earlier of (a) full accord and satisfaction of all amounts owed under any associated Promissory Note(s) or (b) written release by the Trustee. Any delay in payment when due under any one or more Promissory Notes secured by this Deed of Trust shall similarly delay the expiration of this instrument. To the maximum extent legally possible, Grantor specifically waives any provision of law that may limit enforceability of this instrument to a specific period of time following its execution or anticipated due date, and agrees that this instrument shall remain in full force and effect until released as set forth herein.
29. Senior Liens. If this Security Instrument is a subordinate deed of trust against the Property, then the Maker represents that the senior deed (s) of trust or mortgage (s), is current and in good standing, and that the unpaid principal amount cannot and will not (without Brisa Fund LLLP successors and or assigns, prior written consent) be increased. Maker shall perform all of its obligations under the senior deed (s) of trust (s) or mortgage (s), including Makers covenant to present payments when due thereunder. A default under such instrument entitling Brisa Fund LLLP successors and or assigns, to accelerate this Security Instrument in accordance with the provisions herein. Lender may at its opinion, advance on sums which may become due under such senior deed (s) of trust (s) or mortgage(s) and such advances wit interest thereon at the rate of 24% per annum, shall be secured by this Security Instrument.

*Dn*  
*Adm*



30. Junior Liens. Maker will not, without the prior written consent of the Lender, create or permit to be created or remain any junior mortgages, security interest, pledge, lease, encumbrance, charge, conditional sale or other title retention agreement with respect to any property used to secure this Security Instrument or part of property(s) thereof or income thereof.

31. Assignment of Settlement Proceeds. Should the Maker now or hereafter own or have an interest in any other real property on which Brisa Fund LLLP successors and or assigns, (either individually or in an IRA) holds a deed of trust, then upon the sale or refinance of any such property, Brisa Fund LLLP successors and or assigns shall be entitled to collect, in addition to the full payment of Lenders deed of trust, any amounts then due and owing under the Note here in secured. To this end, Maker does hereby grant, transfer and set over unto Brisa Fund LLLP successors and or assigns, all of Makers right, title, and interesting and to any settlement proceeds hereafter due and owing by Maker, directly or indirectly, from the settlement on the sale or refinance of any other real property in which Maker now or hereafter has an interest, limited, however to the extent of amounts then due and payable to Brisa Fund LLLP successors and or assigns; under the Note.

In furtherance hereof, Maker does herby irrevocably authorize and direct any settlement agent, or any other person, to pay Lender directly any sum otherwise owing. Maker on authority of this assignment as the Lender shall direct, and does hereby indemnify and hold harmless anyone acting in accordance with this assignment.

31. Expiration Notwithstanding anything to the contrary elsewhere herein, the date of maturity for this instrument shall not occur, and this instrument shall remain fully enforceable under its terms, until the earlier of

- (a) full accord and satisfaction of all amounts owed under any associated Promissory Note(s) or
- (b) written release by the Trustee. Any delay in payment when due under any one or more Promissory Notes secured by this Deed of Trust shall similarly delay the expiration of this instrument. To the maximum extent legally possible, Grantor specifically waives any provision of law that may limit enforceability of this instrument to a specific period of time following its execution or anticipated due date, and agrees that this instrument shall remain in full force and effect until released as set forth herein.

In Event of Default, Grantor hereby assigns all construction permits to Noteholder.

**Corporate Grantor**

**In Testimony Whereof the Grantor has hereunto attached its corporate seal and caused these presents to be signed by Alexis Mericonda, it's President and attested by David Maizel, its Secretary and hereby does appoint the said to be its attorney the same to acknowledge and deliver according to law.**



*DM*  
*AM*

ATTEST:

Shellback Development Corp

SEAL

By: [Signature], (By My Hand and Seal)  
David Maizel, Secretary

By: Alexis Mericonda <sup>President</sup>, (By My Hand and Seal)  
Alexis Mericonda, President  
Fed ID: [REDACTED]

STATE OF Massachusetts  
COUNTY Worcester, TO-WIT:

On this 24 day of May, 2007, before the undersigned Notary Public in and for the aforesaid State and County, aforesaid, appeared Alexis Mericonda, President of **Shellback Development Corp**, and attested by David Maizel, secretary, being personally well known to me as the person(s) who's name (s) is/are subscribed to the within Commercial Purchase Money First Deed of Trust and acknowledged that as President of said corporation signed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

Diedra U. Crearner, Notary Public

My Commission Expires: 3-1-11

Diedra U. Crearner  
Notary Public, Worcester County, MD  
My Commission Expires March 1, 2011



[Handwritten initials]

**EXHIBIT "A"**

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

**PARCEL 1:**

**Lot 570, as shown on the map of SECOND AMENDED MAP OF SUMMIT VILLAGE, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419, and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, State of Nevada.**

**PARCEL 2:**

**Lot 573, as shown on the map of SECOND AMENDED MAP OF SUMMIT VILLAGE, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419, and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, State of Nevada.**

**PARCEL 3:**

**Lot 576, as shown on the map of SECOND AMENDED MAP OF SUMMIT VILLAGE, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 13, 1969, as Document No. 43419, and on Second Amended Map recorded December 24, 1969, as Document No. 46671, Official Records of Douglas County, State of Nevada.**