

OFFICIAL RECORD

Requested By:  
STEWART TITLE

A.P.N. # 1319-19-802-001/002  
ESCROW NO. 05041468 / 050500850

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:  
JACK K. SIEVERS  
232 BEVERLY WAY  
GARDNERVILLE, NV 89410

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 10 Fee: 23.00  
BK-1207 PG- 3820 RPT: 0.00



(space above for recorder's use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 12th day of December, 2007, between, NANUK REAL ESTATE CONSULTING INC, a Nevada Corporation (whose address is P.O. Box 4741, Stateline, Nevada 89449

herein called "Trustor", STEWART TITLE OF NEVADA HOLDINGS, INC., a Nevada Corporation herein called "Trustee", and JACK K. SIEVERS AND DENISE SIEVERS, husband and wife as joint tenants (whose address is 232 Beverly Way, Gardnerville, Nevada 89410)

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 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 \$ 1,180,000.00 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
- CONTINUED ON NEXT PAGE (One Inch Margin on all sides of Document for Recorder's Use Only)

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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(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.

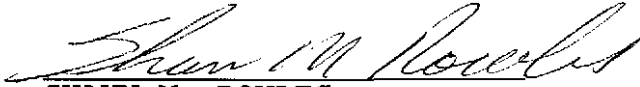
14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation 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".

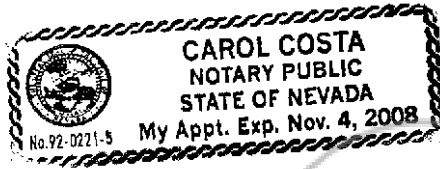
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**NANUK REAL ESTATE CONSULTING INC**



**SHAWN M. ROWLES  
PRESIDENT**



Executed this 14 day of Dec 2007

STATE OF Nevada }  
COUNTY OF CARSON CITY } ss.

This instrument was acknowledged before me on 12-14-07,

by, SHAWN M. ROWLES

Signature Carol Costa  
Notary Public

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

**EXHIBIT "B"**

ESCROW NO.: 05041468

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

**COOPER**



EXHIBIT "A"  
LEGAL DESCRIPTION

Order No.: 050500850

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

PARCEL 1:

A parcel of land lying in the Southeast 1/4 of Section 19,  
Township 13 North, Range 19 East, M.D.B.&M., being further  
described as follows:

Commencing at the most Easterly terminus of the centerline  
of JACK DRIVE and the Easterly boundary of KINGSBURY  
ESTATES #2 as recorded in the Official Records of Douglas  
County, Nevada; thence North 89°19'36" East 143.55 feet  
along the centerline of JACK DRIVE extended to the  
beginning of TRAMWAY DRIVE; thence South 33°26'56" East  
127.09 feet along the centerline of TRAMWAY DRIVE; thence  
North 56°33'04" East 30.00 feet to a point on the Easterly  
right-of-way of TRAMWAY DRIVE; thence North 33°26'56" West  
37.54 feet to a point common to the right-of-way of TRAMWAY  
DRIVE and the proposed right-of-way of KINGSBURY GRADE,  
said point being the True Point of Beginning; thence North  
38°48'51" East 13.07 feet to the beginning of a curve, the  
center of which bears South 51°11'09" East 370.00 feet;  
thence Northeasterly along said curve through a central  
angle of 108°15'00" an arc length of 699.05 feet; thence  
along a radial line to said curve North 57°03'51" East  
160.00 feet to the beginning of a non-tangent curve, the  
center of which bears South 57°03'51" West 530.00 feet;  
thence Northwesterly along said curve through a central  
angle of 54°41'16" an arc length of 505.87 feet; thence  
along a radial line North 02°22'35" East 329.27 feet to the  
Southeasterly corner of Parcel B (addition) of the Second  
Amended Map of SUMMIT VILLAGE; thence South 67°32'17" West  
262.43 feet to the beginning of a non-tangent curve, the  
center of which bears North 84°31'34" West 230.00 feet;  
thence Northerly along said curve through a central angle  
of 41°00'55" an arc length of 164.65 feet; thence tangent to  
said curve North 35°32'29" West 206.24 feet to the  
beginning of a curve, the center of which bears North  
54°27'31" East 120.00 feet; thence Northerly along said  
curve through a central angle of 24°35'03" an arc length of  
51.49 feet; thence along a radial line to said curve South

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LEGAL DESCRIPTION - continued  
Order No.:050500850

79°02'34" West 60.00 feet to the beginning of a non-tangent curve from which the center bears North 79°02'34" East 180.00 feet; thence Southerly along said curve through a central angle of 24°35'03" an arc length of 77.23 feet; thence tangent to said curve South 35°32'29" East 206.24 feet to the beginning of a curve, the center of which bears South 54°27'31" West 170.00 feet; thence Southerly along said curve through a central angle of 41°00'55" an arc length of 121.69 feet; thence tangent to said curve South 05°28'26" West 231.25 feet to the beginning of a curve, the center of which bears North 84°31'34" West 120.00 feet; thence Southerly along said curve through a central angle of 36°00'01" an arc length of 75.40 feet; thence tangent to said curve South 41°28'27" West 71.90 feet to the beginning of a curve, the center of which bears South 48°31'33" East 155.00 feet; thence Southwesterly along said curve through a central angle of 35°31'09" an arc length of 96.09 feet to a point of reverse curve from which the center bears North 84°02'42" West 25.00 feet; thence Southerly along said reverse curve through a central angle of 82°22'18" an arc length of 35.94 feet to a point of cusp on the Northerly boundary of JACK DRIVE as shown on the Amended Map of TAHOE VILLAGE UNIT NO. 1; thence on a tangent bearing along said Northerly boundary of JACK DRIVE and Easterly boundary of TRAMWAY DRIVE the following courses:  
North 88°19'36" East 70.06 feet;  
South 36°26'56" East 103.48 feet to the True Point of Beginning.

EXCEPTING THEREFROM the following described property:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that portion of the Southeast 1/4 of Section 19, Township 13 North, Range 19 East, M.D.M., being further described as follows:

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LEGAL DESCRIPTION - continued  
Order No.:050500850

Beginning at the Northwesterly corner of that certain 1.22 acre parcel as shown on the Record of Survey, recorded on December 18, 1979, as Document No. 39791; thence along the Easterly line of TRAMWAY DRIVE North 33°38'38" West (record North 33°26'56" West) 55.34 feet to a point on the South line of a 60 foot roadway and utility easement as recorded in Book 77, Page 602, Document No. 48797; thence along the South line North 67°33'58" East (record North 67°22'30" East) 201.52 feet; thence South 22°26'02" East 1.60 feet to a point on the Northerly line of said 1.22 acre parcel; thence along said Northerly line along a curve concave to the Southeast with a radius of 370.00 feet, a central angle of 28°52'24" and an arc length of 186.46 feet, the chord of said curve bears South 53°07'46" West 184.49 feet; thence South 38°37'09" East 13.82 feet (record South 38°48'51" West 13.07 feet) to the Point of Beginning.

FURTHER EXCEPTING all that portion of Section 19, Township 13 North, Range 19 East, M.D.M., more particularly described as follows:

Beginning at a point which bears North 55°39'30" West 1801.62 feet from the Southeast corner of said Section 19; thence North 02°12'49" East, 117.04 feet; thence Southeasterly along a curve concave to the Southwest with a radius of 530.00 feet, a central angle of 54°43'43", and an arc length of 506.25 feet; thence South 56°56'32" West 160.00 feet; thence Northwesterly along a curve concave to the Southwest with a radius of 370.00 feet, a central angle of 14°24'36" and an arc length of 93.06 feet; thence North 00°27'09" East 58.75 feet; thence North 40°42'51" West 50.00 feet; thence North 55°52'36" West 50.00 feet; thence North 77°01'36" West 50.00 feet; thence North 87°54'51" West 111.98 feet to the True Point of Beginning.

Reference is made to that Record of Survey for Lot Line Adjustment, recorded October 25, 1988, Book 1088, Page  
Continued on next page





LEGAL DESCRIPTION - continued  
Order No.:050500850

3233, as Document No. 189309, Official Records, Douglas County, Nevada.

ASSESSOR'S PARCEL NO. 1319-19-802-001 with other property

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 3, 1981, BOOK 481, PAGE 331, AS FILE NO. 55069, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL 2:

A parcel of land lying within the Southeast 1/4 of Section 19, Township 13 North, Range 19 East, M.D.B.&M., and being further described as follows:

BEGINNING at the extreme Southeasterly corner of the Official Map of the Subdivision of Parcels A and B of the Second Amended Map of SUMMIT VILLAGE as recorded in the Official Records of Douglas County, Nevada; thence North 69°01'31" East 758.14 feet; thence North 32°29'51" East 30.00 feet; thence South 57°30'09" East 253.37 feet to the beginning of a tangent curve concave to the Southwest with a central angle of 50°12' and a radius of 390.00 feet; thence along said curve an arc distance of 341.70 feet; thence leaving said curve South 63°52'16" West 853.57 feet to a point lying in a non-tangent curve from which the center bears South 46°34'20" West, said curve being concave to the Southwest and having a central angle of 44°11'45" and a radius of 530.00 feet; thence Westerly along said curve an arc distance of 408.82 feet; thence radial to said curve North 02°22'35" East 329.27 feet to the Point of Beginning.

ASSESSOR'S PARCEL NO. 1319-19-802-002

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LEGAL DESCRIPTION - continued  
Order No.:050500850

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE  
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT  
RECORDED NOVEMBER 21, 1979, BOOK 1179, PAGE 1363, AS FILE  
NO. 38987, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS  
COUNTY, STATE OF NEVADA."

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