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OFFICIAL RECORD
Requested By:
ENCE LAW

APN: 1321-32-001-011
RPTT \$0.00 Exempt NRS 375.090(1)

When Recorded Mail to:

✓ Matthew D. Ence, Esq.
1662 US Highway 395 North, #107
Minden, Nevada 89423

Mail Tax Statements to:

Northern Nevada Holdings, LLC
c/o David Friedman
23528 Calabasas Rd.
Calabasas, CA 91302

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 4 Fee: 17.00
BK-0108 PG-0676 RPTT: 0.00



Deed of Trust

COPY

DEED OF TRUST

This Deed of Trust is given by David Friedman, hereinafter called Debtor, to Warren Silverberg (on behalf of the Silverberg Family Trust UDT 1-13-1989 and PAC Holdings LLC), hereinafter called the Secured Parties, which term includes any holder of this Deed of Trust, to secure the payment of the PRINCIPAL SUM of SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$725,000.00) together with interest thereon computed on the outstanding balance, all as provided in that certain "Security Agreement" dated September 1, 2007, and it's incorporated Exhibit "A" (a certain "Promissory Note" dated September 12, 2007), and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of that said "Security Agreement" and this Deed of Trust.

In consideration of the loan made by the Secured Parties to Debtor and for the purpose expressed above, the Debtor does hereby grant and convey to the Secured Parties, with DEED COVENANTS, the land with the buildings (if any) situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor further covenants and agrees that:

1. No superior Deed of Trust or other note secured by it will be modified without the consent of the Secured Parties hereunder.
2. Debtor will make with each periodic payment due under the Note secured by this Deed of Trust a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the premises can be paid by the Secured Parties when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Debtor fails to carry out the covenants and agreements set forth herein, the Secured Parties may do and pay for whatever is necessary to protect the value of and the Secured Parties' rights in the Mortgaged property and any amounts so paid shall be added to the Principal Sum due the Secured Parties hereunder.
4. In the event that any condition of this Deed of Trust or any senior Deed of Trust shall be in default for forty-five (45) days, the entire debt shall become immediately due and payable at the option of the Secured Parties. The Secured Parties shall be entitled to collect all costs and expenses of collection and/or foreclosure, including reasonable attorney's fees and costs incurred.
6. In the event that the Debtor transfers ownership (either legal or equitable) or any security interest in the property, whether voluntarily or involuntarily, the Secured Parties may at its option declare the entire debt due and payable.

7. This Deed of Trust is also security for all other direct and contingent liabilities of the Debtor to the Secured Parties which are due or become due and whether now existing or hereafter contracted.

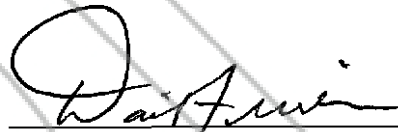
8. Debtor shall maintain adequate insurance on the property in amounts and form of coverage acceptable to the Secured Parties and the Secured Parties shall be a named additional insured as its interest may appear.

9. Debtor shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Debtor further covenants and warrants to The Secured Parties that Debtor is indefeasibly seized of said land in fee simple, that the Debtor has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Deed of Trust is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which the Secured Parties shall have the STATUTORY POWER OF SALE to the extent existing under Nevada State law.

Executed under seal this 27 day of November, 2007.



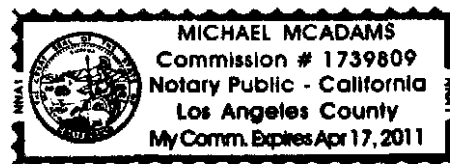
David Friedman
Debtor

STATE OF California)
:SS
COUNTY OF Los Angeles)

On before me, a notary public, personally appeared David Friedman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Affiant Known Unknown
ID Produced Drivers License
(Seal)



Legal Description

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

“The Southeast 1/4 of the Northeast 1/4, Section 32, Township 13 North, Range 21 East., M. D. B. & M.”

“Per NRS 111.312, this legal description was previously recorded at Document No. (1669859), Book No. (306), Page # (4896), on (date of recording).”

Exhibit A

