



A. P. No. 1220-10-610-004
Escrow No. 24058S1R4

When recorded mail to:
Ross Groelz
2163 White Sands
South Lake Tahoe, Ca. 96150

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made February 17, 2011, between
DESERT SAGE INVESTMENTS, LLC., a Nevada Limited Liability Company, by and
through its Manager, JULIE GRAY, herein called "Trustor", whose address is: P.O. Box
2770, Minden, Nevada 89423, FIRST AMERICAN TITLE COMPANY OF NEVADA, a
Nevada Corporation, herein called "Trustee", and MATT MCDONALD and JEANNINE
GRANDJEAN, Trustees of the MCDONALD-GRANDJEAN FAMILY TRUST, Dated
August 21, 2003, as to an undivided 50.0000% interest (representing a portion of the
original principal contribution of \$150,000.00), whose address is: 13711 SE. 37th St
Vancouver, WA, and ROSS GROELZ and DORIS M. GROELZ, husband and
wife as joint tenants, as to an undivided 50.0000% interest (representing a portion of the
original principal contribution of \$150,000.00), whose address is: 2163 White Sands,
South Lake Tahoe, herein collectively called "Beneficiary",
CA

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This instrument is being recorded as an
"Accommodation Only" by First American
Title Insurance Company and has not
been examined as to its validity, execution
or its effect upon title, if any.



WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Parcel 1 as set forth on Parcel Map FPM-2009 for the Jacobson Family 1982 Trust filed for record in the Office of the County recorder of Douglas County, State of Nevada on September 6, 1995 in Book 995 Page 594 as Document No. 369896.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, 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 principal sum of \$300,000.00, 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary 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 alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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 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 in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and 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 the unsatisfied obligation to Beneficiary 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 as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at 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 supporting 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 manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, 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. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note



16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

Desert Sage Investments, LLC.,
a Nevada Limited Liability Company

By: Julie Gray, Manager
Julie Gray, Manager
Julie

STATE OF NEVADA)
) ss
COUNTY OF)

This instrument was acknowledged before me on 2/17, 2011,
by Julie Gray, Manager.

Julie
Rishele L. Thompson
Notary Public

