



A. P. No. See attached Exhibit "B"

DOUG50856SC

When recorded mail to:
Apogee Partners, LLC
4975 Preston Park Blvd. Suite #505
Plano, Texas 75093

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.

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 18, 2011, between EAGLE RIDGE AT GENOA, LLC, a Nevada Limited Liability Company, by and through its Manager, EAGLE RIDGE PAINTER, INC., a Nevada Corporation, herein called "Trustor", whose address is: P.O. Box 37, Genoa, NV 89411, FIRST AMERICAN TITLE INSURANCE CORPORATION, a California Corporation, herein called "Trustee", and APOGEE PARTNERS, LLC, a Texas Limited Liability Company, whose address is: 4975 Preston Park Blvd., Suite 505, Plano, TX 75093, 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 the County of Douglas, State of Nevada, more particularly described as follows:

SEE EXHIBIT "A" FOR THE LEGAL DESCRIPTION.

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 \$233,377.00, 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 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".

10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 2, 3 (interest 15%), 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, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.



EXHIBIT 'A'

PARCEL 1:

LOTS 3, 5, 9, 10, 11, 12, 18, 19, 27, 28, 30, 34, 35, 36, 37, 39, 40, 41, 47, 48, 49, 52 AND 54 AS SHOWN ON THE FINAL SUBDIVISION MAP PLANNED UNIT DEVELOPMENT PD 04-001 FOR EAGLE RIDGE AT GENOA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JULY 29, 2005 IN BOOK 0705, PAGE 13949, AS DOCUMENT NO. 650856.

PARCEL 2:

(ADJUSTED LOT 17)

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 15 AS SHOWN ON THE FINAL SUBDIVISION MAP FOR EAGLE RIDGE AT GENOA RECORDED JULY 29, 2005 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 650856;

**THENCE NORTH 01°37'58" WEST, 251.80 FEET;
THENCE ALONG A LINE 80 FEET OFFSET FROM AND PARALLEL WITH THE COMMON BOUNDARY OF PARCEL A-2 AND PARCEL A-3 AS SHOWN ON THE MAP OF DIVISION INTO LARGE PARCELS FOR EAGLE RIDGE AT GENOA, LLC RECORDED DECEMBER 13, 2004 IN SAID OFFICE OF RECORDER, AS DOCUMENT NO. 631680, THE FOLLOWING COURSES:**

**NORTH 65°18'47" EAST, 151.79 FEET;
NORTH 38°42'54" EAST, 546.59 FEET TO THE POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID 80-FOOT OFFSET LINE, THE FOLLOWING COURSES:

**NORTH 38°42'54" EAST, 51.73 FEET;
NORTH 53°25'50" EAST, 87.54 FEET;
NORTH 46°07'31" EAST, 109.99 FEET;
NORTH 34°11'49" EAST, 286.18 FEET;**

THENCE SOUTH 46°51'04" EAST, 128.80 FEET TO THE NORTHERLY CORNER OF PUBLIC FACILITIES LOT 'A' AS SHOWN ON SAID FINAL SUBDIVISION MAP FOR EAGLE RIDGE AT GENOA;

**THENCE ALONG THE WESTERLY BOUNDARY OF SAID PUBLIC FACILITIES LOT 'A' SOUTH 46°54'04" WEST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 17;
THENCE ALONG THE BOUNDARY OF SAID LOT 17, THE FOLLOWING COURSES:**



**SOUTH 43°05'56" EAST, 125.07 FEET;
NORTH 70°45'14" EAST, 79.90 FEET;
SOUTH 28°15'49" EAST, 83.82 FEET;
SOUTH 10°47'24" EAST, 132.91 FEET;
SOUTH 42°47'15" EAST, 100.53 FEET;
SOUTH 07°36'53" EAST, 174.70 FEET;
SOUTH 21°42'04" EAST, 71.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY
OF EAGLE RIDGE ROAD;**

THENCE ALONG THE BOUNDARY OF SAID LOT 17 AND SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING COURSES:

**ALONG THE ARC OF A CURVE TO THE RIGHT, NON-TANGENT TO THE PRECEDING
COURSE, HAVING A RADIUS OF 470.00 FEET, CENTRAL ANGLE OF 07°29'20", ARC
LENGTH OF 61.43 FEET, AND CHORD BEARING AND DISTANCE OF SOUTH 65°31'07"
EAST, 61.39 FEET;
SOUTH 24°28'53" WEST, 114.12 FEET;**

THENCE NORTH 48°39'16" WEST, 801.44 FEET TO THE POINT OF BEGINNING.

**THE BASIS OF BEARING OF THIS DESCRIPTION IS SOUTH 00°00'08" EAST, THE WEST
LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER
(SW1/4NW1/4) OF SECTION 3, T. 13N., R.19E., M.D.M. AS SHOWN ON THE MAP OF
DIVISION INTO LARGE PARCELS FOR EAGLE RIDGE AT GENOA, LLC RECORDED
DECEMBER 13, 2004 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS
DOCUMENT NO. 631680.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN
THAT CERTAIN DOCUMENT RECORDED MAY 18, 2007 AS INSTRUMENT 0701476,
DOUGLAS COUNTY RECORDS**

PARCEL 3:

**AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON
AREAS AS SHOWN AND DELINEATED ON SAID MAP.**



Exhibit "B"

- 1319-03-110-001
- 1319-03-110-003
- 1319-03-110-007
- 1319-03-110-008
- 1319-03-210-002
- 1319-03-210-003
- 1319-03-210-004
- 1319-03-210-006
- 1319-03-210-007
- 1319-03-210-008
- 1319-03-210-011
- 1319-03-312-004
- 1319-03-312-008
- 1319-03-312-009
- 1419-34-310-003
- 1419-34-310-004
- 1419-34-310-011
- 1419-34-310-012
- 1419-34-410-004
- 1419-34-410-006
- 1419-34-410-007
- 1419-34-410-008
- 1419-34-410-009
- 1419-34-410-010

