

DOC # 797915  
02/24/2012 03:07PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Ticor Title - Reno (Commer  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-212 PG-5223 RPTT: 0.00



APN: 1320-33-402-061

Recording Requested By,  
When Recorded Mail To and  
Mail Tax Statements To:  
Oceanic Gardnerville LLC  
7942 Entrada Lazanja  
San Diego, CA 92127

Escrow No. 1108670-CD

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

Signature of Declarant or Agent

SECOND  
DEED OF TRUST

THIS DEED OF TRUST entered into this 22 day of February, 2012, by and between CLE HOSPITALITY LLC, a Colorado limited liability company, hereinafter called the "Trustor", TICOR TITLE OF NEVADA, INC., hereinafter called the "Trustee", and OCEANIC GARDNERVILLE, LLC, a Nevada limited liability company, as to an undivided 33.33% interest and KJJ, LLC, a Nevada limited liability company, as to an undivided 67.67% interest, hereinafter collectively called the "Beneficiary", whose address is 7942 Entrada Lazanja, San Diego, CA 92127

WITNESSETH:

That Trustor hereby grants, bargains, sells, conveys and confirms unto Trustee, in trust with power of sale, all that certain property situate in the City of Sparks, County of Washoe, State of Nevada, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PARTY HEREOF

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and This Deed of Trust is second and junior to that certain Deed of Trust in the amount of \$640,000.00 recording concurrently herewith.



the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of an indebtedness in the sum of ONE HUNDRED SIXTY THOUSAND and no/100's DOLLARS (\$160,000.00) as follows:

\$160,000.00 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustor and delivered to Beneficiary, and payable to its order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to the Trustor when evidenced by a Promissory Note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to care for the property, keep it in good condition and not alter or damage it and agrees to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (12%); 5; 6; 7 (12%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Deed of Trust.

THIRD: The Trustor will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The Policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, the Trustor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustor and the Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.



FOURTH: Trustor agrees that it will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by him on account of the last maturing installments of such indebtedness.

SIXTH: Trustor will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

SEVENTH: Trustor hereby assigns to the Trustee all rents, income, maintenance fees and other benefits to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance to Beneficiary of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact



that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustor.

THIRTEENTH: The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the following address:  
P.O. Box 2446 Mammoth Lakes, CA 93546

IN WITNESS WHEREOF, the Trustor has caused this Deed of Trust to be executed the day and year first above written.

CLE HOSPITALITY LLC, a Colorado limited liability company

By: *[Signature]*

Printed: *Deb Pierrel*

Its: *Managing Partner*

*California*  
STATE OF ~~NEVADA~~ )  
*Mono* : ss.  
COUNTY OF ~~WASHOE~~ )

On the *22* day of *February*, 2012, before me, a notary public in and for said State, personally appeared *Deb Pierrel* as *managing Partner* of CLE HOSPITALITY LLC, a Colorado limited liability company, 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/she executed the same in his/her capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



*[Signature]*  
NOTARY PUBLIC



Order No.: 01108670-CD

**EXHIBIT A**

All that portion of Section 33, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the record location of the Dettling Town Monument per the map for Augustine Borda in Gardnerville dated February 21, 1949, Douglas County Records;  
Thence North  $41^{\circ}46'34''$  West, 636.76 feet to the intersection of the northerly right of way line of U.S. Highway 395 ("Main Street") and the westerly right of way line of Eddy Street;  
Said point being the true point of beginning;  
Thence along the northerly right of way line of U.S. Highway 395, North  $44^{\circ}54'00''$  West, 115.51 feet;  
Thence leaving said right of way line North  $46^{\circ}19'20''$  East, 87.00 feet;  
Thence North  $43^{\circ}40'40''$  West, 1.46 feet;  
Thence North  $45^{\circ}39'10''$  East, 187.50 feet to a point on the southerly right of way line of Courthouse Alley;  
Thence along said southerly right of way line of Courthouse Alley, South  $45^{\circ}17'30''$  East, 118.20 feet to the intersection of the southerly right of way line of Courthouse Alley and the westerly right of way line of Eddy Street;  
Thence along the westerly right of way line of Eddy Street, South  $46^{\circ}07'01''$  West, 275.35 feet to the true point of beginning.

Basis of Bearing: The Basis of Bearing is the South line of Parcels 1 and 2 as shown on the map for Mrs. Augustine Borda dated February 21, 1949, Douglas County Records. (North  $44^{\circ}59'00''$ )

Said parcel being further delineated on Record of Survey for Nevada Johnson Ventures, Inc. recorded September 8, 1999, in Book 999, Page 1097, Document No. 476063, Official Records of Douglas County, Nevada.

APN: 1320-33-402-061

Document No. 790313 is provided pursuant to the requirements of NRS 111.312.