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OFFICIAL RECORD

Requested By:
First American Title Minder
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-513 PG-4835 RPTT: 0.00



A. P. No. 1320-30-701-021
Escrow No. 143-2444176 R

When recorded mail to:
Neil W. Thomson, Esq.
361 East Coronado Ave.
Suite 101
Phoenix, AZ 85004

FIRST DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS FIRST DEED OF TRUST (herein referred to as "Deed of Trust"), is made and entered into this 11th day of April, 2013, between Cedar Creek Capital, Inc., a Nevada corporation, (herein referred to as "Trustor"), whose address is: 1324 Cedar Creek Circle, Gardnerville, Nevada, 89460, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, (herein referred to as "Trustee"), and John Richter, an individual, whose address is: 12411 North 57th Way, Scottsdale, Arizona 85254 (herein referred to as "Beneficiary" and/or "Lender").

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in those certain parcel of property situated in the County of Douglas, State of Nevada, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR THE LEGAL DESCRIPTIONS. (herein referred to collectively as the "Property")

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.

CROSS-COLLATERLIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, as well as claims of lender against Trustor, whether now existing or hereafter arising, weather related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether do or not do, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated where the Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts maybe or hereinafter may become part by any statue limitations, and whether the obligation to repay such amounts maybe or hereinafter maybe come otherwise unenforceable.

Transfer presently assigned to render all of Trustor's right, title and interest in into all present and future leases of the Property and all rents from the Property. In addition Trustor grants to lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FOR THE PURPOSE OF SECURING: (i) Payment of the principal sum of \$540,000.00, 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; (herein referred to as the "Note") (ii) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (iii) 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. Trustee may, upon the fulfillment of all requirements of Nevada Revised Statutes Section 107, et seq, sell all or portions 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 the Note 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, 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.

12. Trustor shall pay when due (and in all events prior to delinquency) all taxes and assessments, including without limitation all sales or use taxes in any state, local privilege or excise taxes based upon gross revenues, special taxes, charges (including water and sewer), and any other imposition levied against Trustor or on account of the Property, and shall pay when due all claims for work done for services rendered for material furnished to the property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not do and except as otherwise provided in this Deed of Trust. Beneficiary shall have the right, but not the duty or obligation, to charge Trustor with any such taxes or assessments in advance of payment. In no event does the exercise for non-exercise by Beneficiary of this right relieve the Trustor from Trustor's obligation under this Deed of Trust or oppose any liability whatsoever on Beneficiary

13. 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.

14. Any of the following shall constitute an event of default under this Deed of Trust: (a) Trustor fails to make any payment when due under the Note; (b) Trustor breaches any provision, term, obligation, covenant or condition under the Note or this Deed of Trust; (c) this Deed or any related document ceases to be in full force and effect for any reason at any time; (d) the death, incompetency, insolvency of the Guarantor or the dispute of validity, or the dispute of liability under the Guaranty of the Note; (e) the insolvency or filing of any petition in bankruptcy by Trustor; and/or (f) any materially adverse change in Trustor's financial condition or if Lender believes that the prospect of payment or performance of the Note is impaired ("Event of Default").



15. In the Event of Default, Lender shall issue written notice to Trustor specifying all acts of default. In the event of a monetary default, Trustor shall have ten (10) calendar days in which to cure the default. In the event of a non-monetary default, Trustor shall have thirty (30) calendar days in which to cure the default.

16. Upon an uncured Event of Default, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights or remedies: (a) Lender shall have the right at its option without notice to Trustor to declare all unpaid sums due under the Note immediately due and payable; (b) with respect to all or any of the Property, the Trustee shall have the right to foreclose my notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law; (c) Lender shall have the right, upon such notice to Trustor as may be required by the Note, to take possession of and manage the Property and collect all rents, including amount past due and unpaid rent, and apply the net proceeds, over and above Lenders costs and expenses incurred, against all outstanding sums due under the Note; (d) Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against all sums due under the Note; and, (g) Trustee and Lender shall have any other right or remedy as provided in this Deed of Trust, the Note or otherwise by law.

17. 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.

18. 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.

19. In this Deed of Trust, unless the context requires otherwise, 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".

20. 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:

Cedar Creek Capital, Inc.

By: *Kent Olson*
Its: President Kent Olson

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on
this 19 day of April, 2013, by Kent Olson.

Rishele L. Thompson
Notary Public





4. The land referred to in this Commitment is situated in the County of Douglas, State of Nevada, and is described as follows:

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF STATE ROUTE 88, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 4 AS SHOWN ON THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR MINDEN GATEWAY CENTER FILED FOR RECORD MAY 08, 2008 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 722798, A FOUND PK NAIL AND WASHER, PLS 6899;

THENCE ALONG SAID EASTERLY LINE OF STATE ROUTE 88, NORTH 00°22'11" EAST, 561.57 FEET;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF STATE ROUTE 88, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, CENTRAL ANGLE OF 102°08'01" AND ARC LENGTH OF 374.34 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF U.S. HIGHWAY 395;

THENCE ALONG SAID SOUTHWESTERLY LINE OF U.S. HIGHWAY 395, SOUTH 64°00'17" EAST, 378.77 FEET TO THE POINT OF BEGINNING;



THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF U.S. HIGHWAY 395, SOUTH 64°00'17" EAST, 95.32 FEET TO A POINT ON THE BOUNDARY OF TRACT B-1 AS SHOWN ON THE PARCEL MAP FOR RAYMOND D. MAY FILED FOR RECORD DECEMBER 23, 2004 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 632788;

THENCE CONTINUING ALONG SAID BOUNDARY OF TRACT B-1 THE FOLLOWING COURSES:

SOUTH 25°59'43" WEST, 118.88 FEET;
NORTH 64°00'17" WEST, 36.68 FEET;
SOUTH 25°59'43" WEST, 22.55 FEET;
SOUTH 64°00'17" EAST, 19.91 FEET;
ALONG THE ARC OF A CURVE TO THE RIGHT, HAVE A RADIUS OF 37.50 FEET, CENTRAL ANGLE OF 31°59'34" AND ARC LENGTH OF 20.94 FEET;
ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 22.50 FEET, CENTRAL ANGLE OF 31°59'34" AND ARC LENGTH OF 12.56 FEET TO A POINT ON THE BOUNDARY OF PARCEL 2 PER SAID DOCUMENT NO. 722798;

THENCE ALONG SAID BOUNDARY OF PARCEL 2 THE FOLLOWING COURSES:

SOUTH 25°59'43" WEST, 2.47 FEET;
NORTH 64°35'34" WEST, 96.85 FEET;
SOUTH 00°22'11" WEST, 55.99 FEET;
NORTH 89°37'49" WEST, 25.00 FEET;
SOUTH 00°22'11" WEST, 12.00 FEET;
NORTH 89°37'49" WEST, 20.00 FEET;
SOUTH 00°22'11" WEST, 9.00 FEET;
NORTH 89°37'49" WEST, 63.50 FEET;
SOUTH 00°22'11" WEST, 39.50 FEET;
NORTH 89°37'49" WEST, 49.50 FEET;

THENCE CONTINUING NORTH 89°37'49" WEST, 50.02 FEET;
THENCE NORTH 00°22'11" EAST, 255.38 FEET;
THENCE NORTH 89°06'00" EAST, 262.52 FEET TO THE POINT OF BEGINNING,

ALSO KNOWN AS PARCEL F ON THAT CERTAIN RECORD OF SURVEY FOR MAVERIK, INC. RECORDED NOVEMBER 08, 2012 AS INSTRUMENT NO. 812496, OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 08, 2012 IN BOOK 1112, PAGE 2243, AS INSTRUMENT NO. 812495, OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MINDEN GATEWAY CENTER RECORDED MAY 08, 2008 IN BOOK 508 AT PAGE 1598 AS INSTRUMENT NO. 722796 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER.