

Official Record

Recording requested By
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$60.00

Page 1 of 5

RPTT:

Recorded By: LB

Book- 230 Page- 0507



0128782

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Bank of Nevada
West Sahara Regional Office
2700 W. Sahara Avenue
Las Vegas, NV 89102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
COTTONWOOD HEIGHTS, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
3275 N. FORT APACHE DR., #150 | LAS VEGAS | NV | 89129 | USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any
| | LLC | NV | E0442992006-1 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Bank of Nevada

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
2700 W. Sahara Avenue | Las Vegas | NV | 89102 | USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT "B"; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA



0128782

Book: 230
Page: 508

04/18/2007
Page: 2 of 5

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME COTTONWOOD HEIGHTS, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
SEE ATTACHED EXHIBIT "A". APN: 004-164-05 AND 004-161-05

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective for 30 years

Harland Financial Solutions



0128782

Book: 230
Page: 509

04/18/2007
Page: 3 of 5

EXHIBIT "A"

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

PARCEL NO. 1:

LOTS 5 IN BLOCK 2 OF ALAMO WEST SUBDIVISION - PHASE II, AS SHOWN BY MAP THEREOF RECORDED OCTOBER 15, 1993 IN PLAT BOOK A, PAGE 392, AS FILE NO. 101044 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

PARCEL NO. 2:

LOT SIX (6) BLOCK THREE (3) OF ALAMO WEST SUBDIVISION - PHASE II, AS SHOWN BY MAP THEREOF RECORDED OCTOBER 15, 1993 IN PLAT BOOK A, PAGE 392, AS FILE NO. 101044 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

004-161-05 & 004-164-05

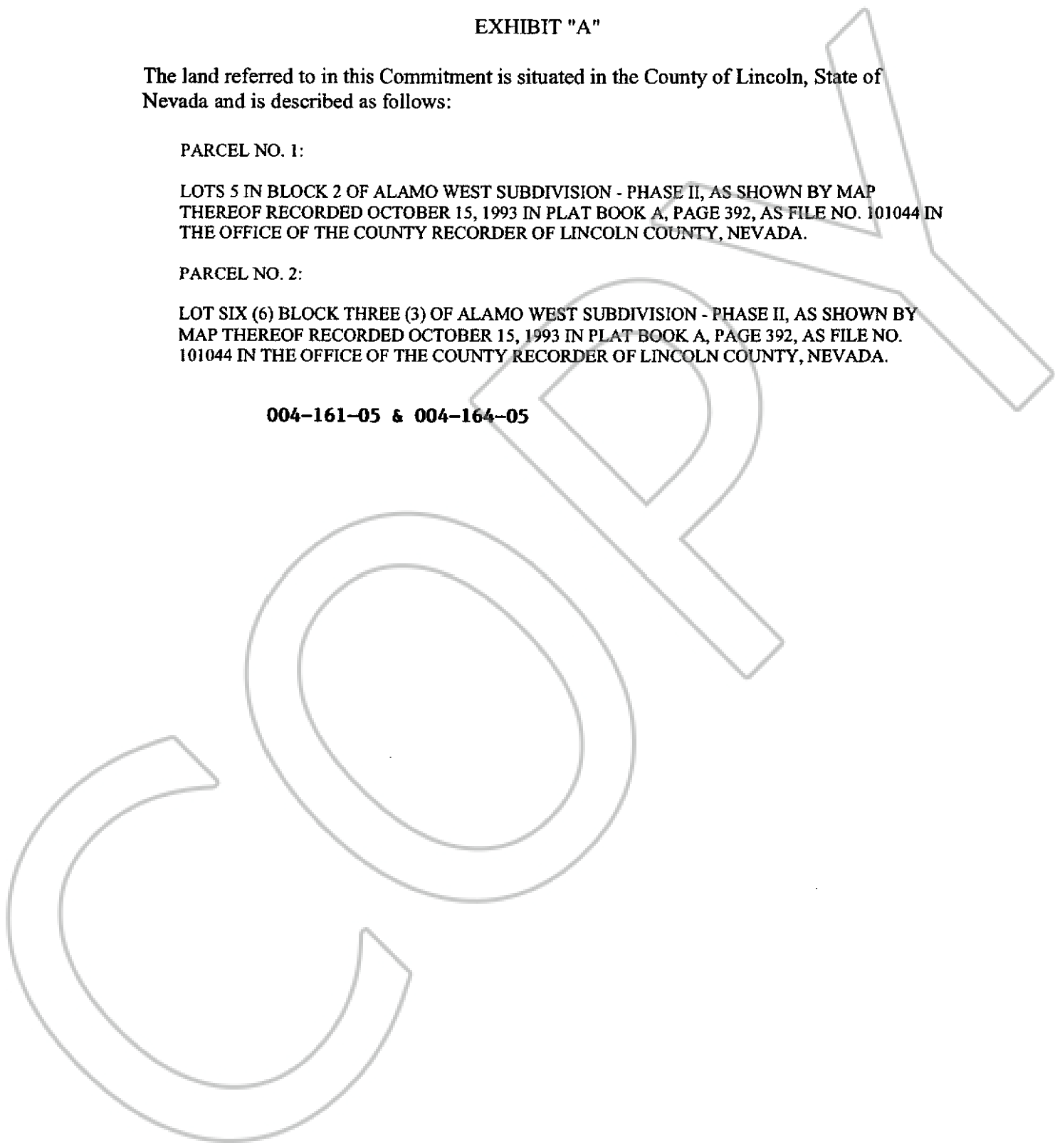




EXHIBIT "B"

Improvements. All right, title and interest of Grantor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Land, including all parking areas, roads, driveways, walks, fences, walls, drainage facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire, protection and sprinkler, surveillance and security, public address and communications equipment and systems, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Property immediately upon delivery thereof on the Land and to be part of the improvements immediately upon their incorporation therein (hereinafter collectively called the "Improvements")

Appurtenant Rights. All easements and rights-of ways, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land or the Improvements and the reversions, remainders, and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Grantor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto.

Equipment. All machinery, equipment, instruments, fixtures, inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, and other tangible property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have and interest, now or hereafter located upon the Land, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land or the Improvements (hereinafter collectively called the "Equipment").

Permits. All estate, right, title and interest of Grantor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits, now or hereafter pertaining to the Land and the Improvements and all estate, right, title and interest of Grantor in, to, under or derived from all tradenames or business names relating to the Land or the Improvements or the present or future development, construction, operation or use of the Land or the Improvements (hereinafter collectively called the "Permits").

Leases. All estate, right, title and interest of Grantor in, to, under and derived from all leases (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof), now or hereafter in effect, whether or not of record (hereinafter collectively called the "Leases"); and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which Grantor or any lessor is or may become entitled to do under the Leases.

Rents, Issues and Profits. All estate, right, title and interest of Grantor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Land or the Improvements, including all rents and other sums now or hereafter payable pursuant to the Leases; all other sums now or hereafter payable with respect to the use, occupancy, management, operation or control of the Land or the Improvements, including oil, gas and mineral royalties (hereinafter collectively called the "Rents"), all of which Grantor hereby irrevocably directs be paid to Beneficiary, subject to the license granted to Grantor, to be held, applied and disbursed as provided in this Deed of Trust.



General Intangibles, Payment Rights and Agreements. All estate, right, title and interest of Grantor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer software and intellectual property, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future development, construction, operation or use of the Property, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Property or to the present or future development, construction, operation or use of the Property, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Property (hereinafter collectively called the "Agreements").

Proceeds and Awards. All awards of payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property to the extent actually received by Grantor, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer of the Property or part thereof made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Property.

Receivables and Accounts. All right, title and interest of every nature of Grantor in all receivables and other accounts of Grantor relating to the Property and in all monies deposited or to be deposited in any funds or account maintained or deposited with Beneficiary, or its assigns, in connection herewith, if any.

Further Property. All estate, right, title and interest of Grantor in, to, under or derived from the Property hereafter acquired by Grantor, and all right, title and interest of Grantor, in, to, under or derived from all extensions, improvements, betterment, renewal substitutions and replacements of, and additions and appurtenances to the Property hereafter acquired by or released to Grantor or constructed or located on, or attached to, the Land or the Property.