

PLACER TITLE COMPANY

EL DORADO COUNTY
360 FAIR LANE
PLACERVILLE, CA 95667

Att: Rich

att: Tom

June 09, 2008

Re: Your Reference No. CARR

Enclosed please find your Guarantee on the property located at:

1000 OLD NEUMANN ROAD, RESCUE, CA 95672

Please review this Guarantee in its entirety. In the event that you find any discrepancy, or if you have any questions or comments regarding your Guarantee, you may contact Dick Marinics

Phone: 530-626-3994

Fax: 530-626-7346

Please refer to our Order No. 202-60463

We believe in delivering quality products that meet your needs, and our goal is to provide the most efficient, reliable service in the industry. Thank you for giving us the opportunity to serve you!

Sincerely,

PLACER TITLE COMPANY

El Dorado County Title Plant, 175 Placerville Dr., Placerville, CA 95667 - (530) 626-3994 Fax (530)

PARCEL MAP GUARANTEE

Order No. 202-60463
Parcel Map Reference: APN #102-010-25-100
Fee: \$400.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,



GUARANTEES

COUNTY OF EL DORADO

herein called the Assured, against loss not exceeding \$1,000.00, which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records on the date stated below.

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

Dated: November 10, 2003 at 7:00 A.M.

WESTCOR LAND TITLE INSURANCE COMPANY

Issuing Agent:

PLACER TITLE COMPANY
EL DORADO COUNTY TITLE PLANT
175 PLACERVILLE DR.
PLACERVILLE, CA 95667
Agent ID: CA1000



By Mary O'Donnell
President

Attest Patricia H. Bower
Secretary

John Tyler
Authorized Countersignature

Parcel Map Guarantee
CLTA Guarantee Form No. 23 (Rev. 1-13-78)

Part 1 of
Guarantee Serial No.023-000213-MLE

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definitions of Terms

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of this Guarantee

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to Westcor Land Title Insurance Company, Attn: Claims, 201 N. New York Ave., Ste. 200, Winter Park, Florida 32789.

10. THE FEE SPECIFIED ON THE FACE OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

Order No.: 202-60463
Guarantee No.: 023-000213-MLE
Dated: June 09, 2008 at 7:30 A.M.

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

A FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

CHARLES L. CARR AND NANCY L. CARR, TRUSTEES OF THE CARR REVOCABLE TRUST

The land included within the boundaries of the Parcel Map hereinbefore referred to in this Guarantee is described as follows:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M.

EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, TOWNSHIP 10 NORTH, RANGE 9 EAST, M.D.B.&M.

A.P.N. 102-010-25-100

TOGETHER WITH THE FOLLOWING EASEMENTS WHICH PROVIDED ACCESS TO DEER VALLEY ROAD:

A. THAT CERTAIN EASEMENT FOR ROAD AND PURPOSES AS DESCRIBED IN THE DEED EXECUTED BY ALAN S. WOODHAM AND ANNE B. WOODHAM TO EDWARD L. CARR ET AL, RECORDED JULY 6, 1973 IN BOOK 1205 AT PAGE 439, EL DORADO COUNTY RECORDS.

B. THOSE CERTAIN EASEMENTS FOR DRIVEWAY PURPOSES AS DESCRIBED IN THE DEED EXECUTED BY EDWARD L. CARR AND RUTH M. CARR TO CHARLES L. CARR AND NANCY L. CARR, RECORDED MAY 1, 1987 IN BOOK 2747 AT PAGE 127, EL DORADO COUNTY RECORDS.

Order No. 202-60463
Guarantee No. 023-000213-MLE

EXCEPTIONS:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2008-2009, A LIEN, NOT YET DUE OR PAYABLE.
2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
3. AN EASEMENT OVER SAID LAND FOR INSTALLATION, OPERATION AND MAINTENANCE OF ELECTRICAL AND COMMUNICATION TRANSMISSION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY, IN DEED RECORDED NOVEMBER 15, 1973, BOOK 1233 AT PAGE 570, OFFICIAL RECORDS.

AFFECTS THE NORTH BOUNDARY

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

4. DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$150,000.00, DATED APRIL 24, 2006, RECORDED MAY 05, 2006, SERIES NO. 2006-0030709, OFFICIAL RECORDS.

TRUSTOR: CHARLES L. CARR AND NANCY L. CARR, AS TRUSTEES OF THE CARR REVOCABLE TRUST
TRUSTEE: VERDUGO TRUSTEE SERVICE CORPORATION
BENEFICIARY: CITIBANK (WEST) FSB
LOAN NO.: NA

HOME EQUITY LINE OF CREDIT DEED OF TRUST

*** NOTE: (FOR PRO-RATION PURPOSES ONLY)

TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS, FOR THE FISCAL YEAR 2007-2008:

1ST INSTALLMENT: \$642.64 PAID
2ND INSTALLMENT: \$642.64 PAID

ASSESSED VALUATIONS:

LAND: \$67,562.00

IMPROVEMENTS: \$43,427.00

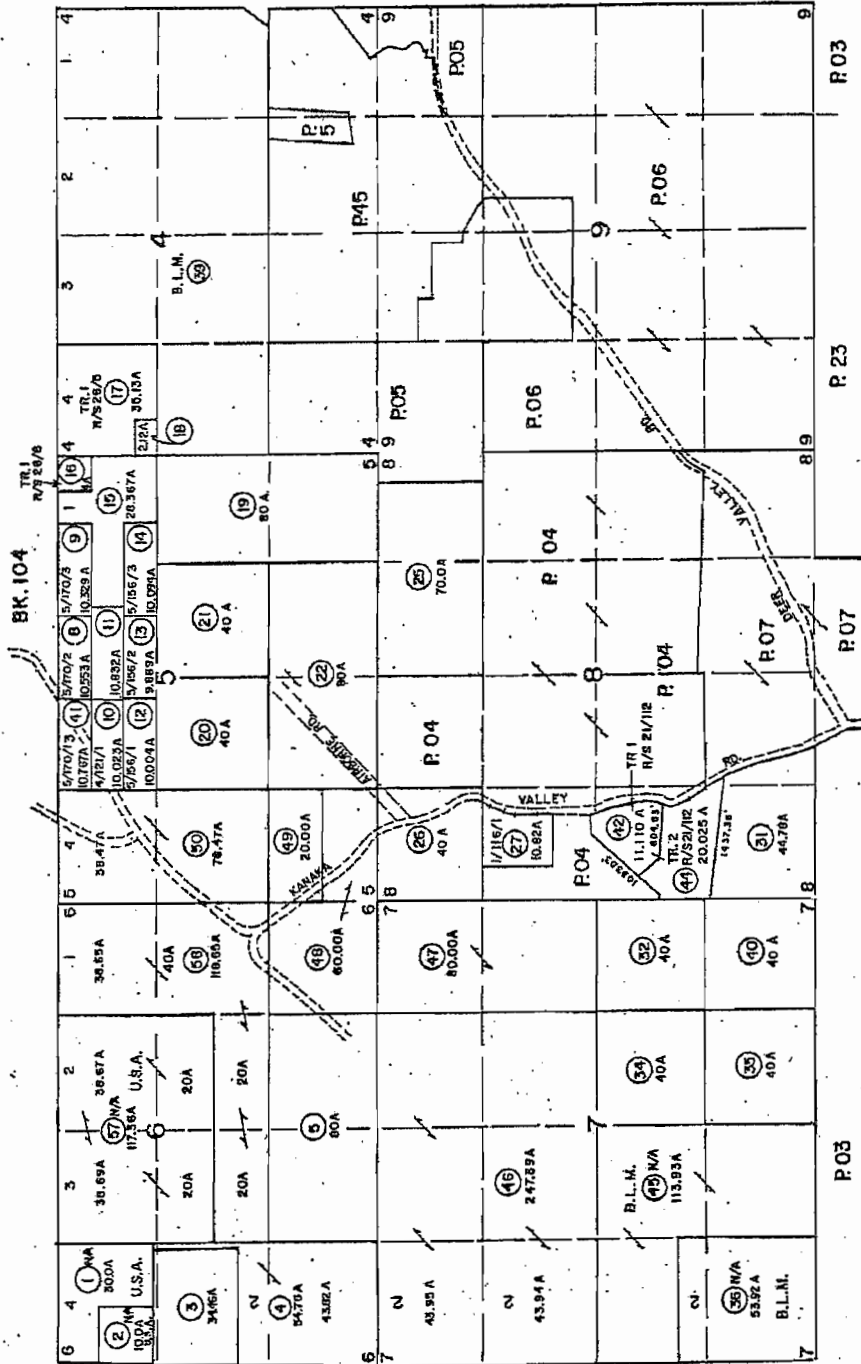
EXEMPTION: \$7,000.00

PARCEL NO.: 102-010-25-100 CODE AREA: 100-174

PLACER TITLE COMPANY

Policy Issuing Agent for Westcor Land Title Insurance Company

SECS. 4 to 9 T.10N.R.9E.M.D.M.



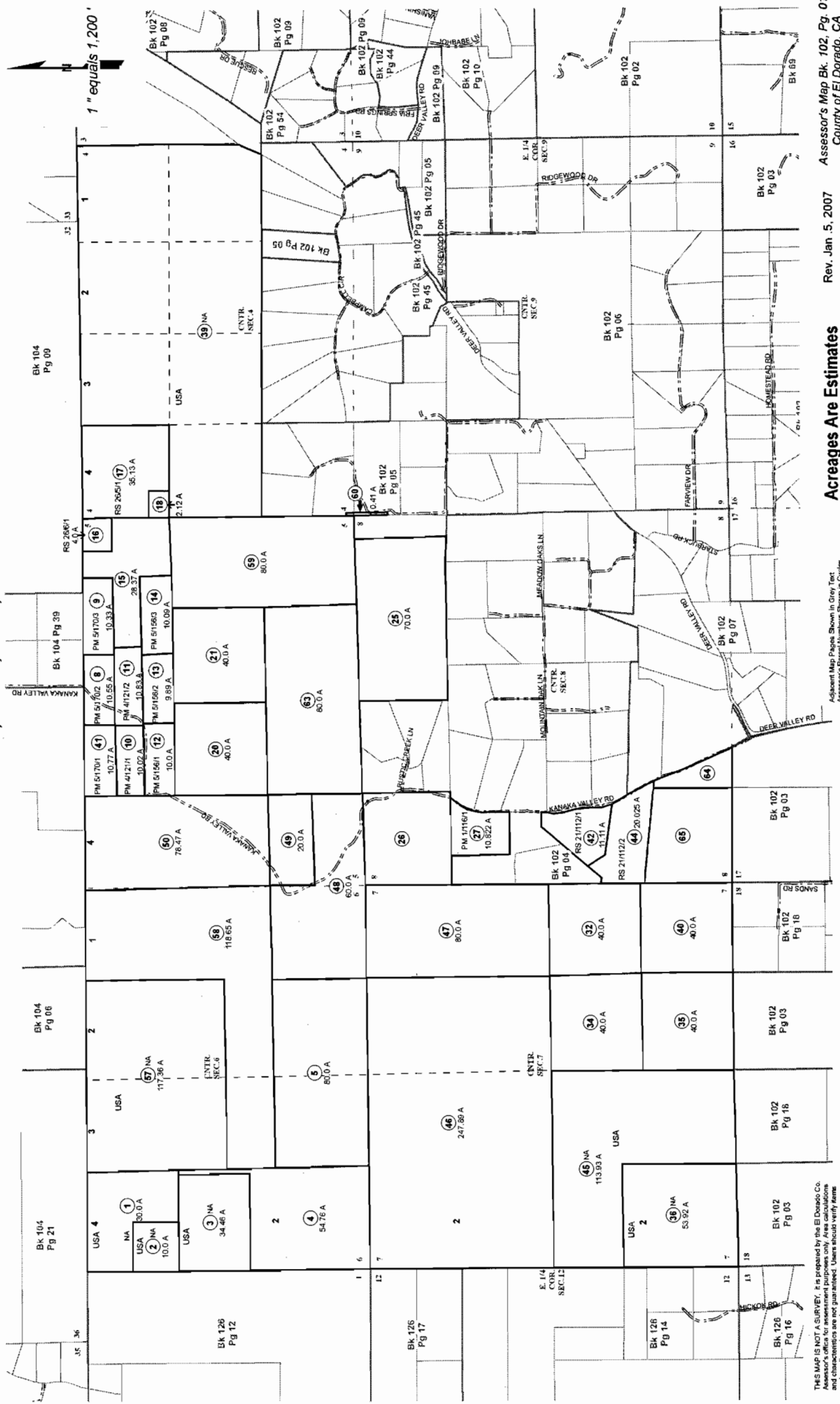
BK.67
P.33

Assessor's Map Bk. 102 - Pt. 01
County of El Dorado, California
JUN 09 2003

NOTE - Assessor's Block Numbers Shown in Blue
Assessor's Parcel Numbers Shown in Circles

102:01

POR. SECS. 4 TO 9, T.10N., R.9E., M.D.M.



THIS MAP IS NOT A SURVEY. It is prepared by the El Dorado Co. Assessor's Office. It is only intended to show the general location and characteristics of parcels and is not guaranteed. Users should verify facts such as dimensions and acreage.

Adjacent Map Pages Shown in Gray Text
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 102, Pg. 01
County of El Dorado, CA

Rev. Jan. 5, 2007

Acres are Estimates