

OFFICIAL RECORD

Requested By:

FIRST CENTENNIAL TITLE CO OF

NV

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0706 PG- 5483 RPTT: 0.00



1 APN: 1420-07-310-008
2 WHEN RECORDED MAIL TO:
3 Sierra Nevada Funding, Inc.
4 333 California Avenue
5 Reno, Nevada 89509

6 TSF- 20173 KO

7 DEED OF TRUST

8 THIS DEED OF TRUST, made this 30 day of June, 2006, by
9 and between STEPHEN R. BERGGREN and JANNA K.T. BERGGREN, husband and wife,
10 Trustors, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, Trustee, and
11 PHILIP HOSKING, Trustee of THE DIXON W. UFER TESTAMENTARY TRUST, as to an
12 undivided Fifty percent (50%) interest, and JOSEPH A. REICHLILN, JR., Trustee of THE
13 JOSEPH A. REICHLIN, JR. TRUST, Dated January 8, 1999, as to an undivided Fifty percent
14 (50%) interest, Beneficiaries.

15 WITNESSETH:

16 That Trustors do hereby grant, bargain, sell, convey and confirm unto Trustee in trust with
17 power of sale, all that certain property in the County of Douglas, State of Nevada,
18 more particularly described as follows:

19 SEE ATTACHED EXHIBIT "A".

20 AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity,
21 which said Trustors now have or may hereafter acquire in and to said property, together with all
22 easements and rights of way used in connection therewith or as a means of access thereto, and all
23 water rights of any type or nature (except as specifically excluded in the legal description above),
and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in
anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues
and profits thereof.

24 TO HAVE AND TO HOLD, the same unto the said Trustee and its successors, for the
25 purpose of securing:

26 J. Stewart White
3185 Lakeside Dr.
Reno, NV 89509
27 (775) 828-9999

1 Payment of an indebtedness in the sum of \$38,747.00, evidenced by a Promissory Note of
2 even date herewith, with interest thereon, according to the terms of said Note, which Note by
3 reference is hereby made a part hereof, executed by Trustors and delivered to Beneficiaries, and
4 payable to the order of Beneficiaries, and any and all extensions or renewals thereof, payment of
5 such additional sums with interest thereon, as may be hereafter loaned by the Beneficiaries to
6 Trustors when evidenced by the Promissory Note or Notes of Trustors; payment of all other sums
7 with interest thereon becoming due and payable under the provisions hereof to either Trustee or to
8 Beneficiaries, and the performance and discharge of each and every obligation, covenant and
9 agreement of Trustors herein contained.

10
11 **AND THIS INDENTURE FURTHER WITNESSETH:**

12 **FIRST:** Trustors promise and agree to pay when due all claims for labor
13 performed and materials furnished for any construction, alteration or repair upon the above-
14 described premises; to comply with all laws affecting said property or relating to any alterations or
15 improvements that may be made thereon; not to commit or permit waste thereon, not to commit,
16 suffer or permit any acts upon said property in violation of any law, covenant, condition or
17 restriction affecting said property; and to permit Beneficiaries to enter at all reasonable times for
18 the purpose of inspection.

19 **SECOND:** Trustors covenant to keep all buildings that may now or at any time be on
20 said property during the continuance of this trust in good repair and insured against loss by fire,
21 with extended coverage endorsement, in a company or companies authorized to issue such
22 insurance in the State of Nevada, and as may be approved by Beneficiaries, for at least such sum
23 or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations
24 having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in
25 the event such maximum insurable value is less than the foregoing, and shall be payable to
26 Beneficiaries to the amount of the unsatisfied obligation to Beneficiaries hereby secured, and to
27 deliver the policy to Beneficiaries or to collection agent of Beneficiaries, and in default thereof,
Beneficiaries may procure such insurance and/or make such repairs, and expend for either of such
purposes such sum or sums as Beneficiaries shall deem proper.

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

FOURTH: Trustors agree 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.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights
or remedies granted by law, and all rights and remedies granted hereunder or permitted by law
shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth
shall have the same effect as the violation of any covenants herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the
heirs, executors, successors and assigns of the survivor of Beneficiaries and shall inure to, apply
to, and bind the legal representatives, successors and assigns of each of the other parties hereto,
respectively. Whenever used, the singular number shall include the plural, the plural, the singular,

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1 and the use of any gender shall include all other genders.

2 SEVENTH: Trustors hereby assign to the Trustee any and all rents of the above-
3 described premises accruing after default and hereby authorize Trustee, or a receiver to be
4 appointed on application of Trustee or Beneficiaries, without waiving or affecting the right of
5 foreclosure or any other right hereunder, to take possession of the premises at any time after there
6 is a default in the payments of said debt or in the performance of any of the obligations herein
7 contained, and to rent the premises for the account of Trustors. At any Trustee's Sale held
8 hereunder, Trustee shall sell the property herein described as a single unit unless herein otherwise
9 specifically directed and at such sale is hereby authorized to bid for Beneficiaries or other absent
10 person.

7 EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by
8 Trustors.

9 NINTH: This Deed of Trust is executed by Trustors and accepted by Beneficiaries
10 with the understanding and upon the express condition that if Trustors should make default in the
11 performance of any of the covenants and agreements herein set forth, then and in that event the full
12 amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and
13 payable, notwithstanding the fact that the same would not otherwise be due according to the terms
14 of the Promissory Note secured hereby, and further, that the relationship of landlord and tenants
15 shall exist as between the purchaser of the real property covered hereby upon foreclosure
16 proceedings, and Trustors and their successors in interest may be removed therefrom by any
17 proceeding authorized by law, including an unlawful detainer action, in the event the possession of
18 said real property should not be voluntarily surrendered to such purchaser.

14 Stephen R. Berggren
15 STEPHEN R. BERGGREN

16 Janna K.T. Berggren
17 JANNA K.T. BERGGREN

19 STATE OF ^{OHIO} NEVADA)
20) ss:
21 COUNTY OF Summit)

21 This instrument was acknowledged before me on the 30th day of June,
22 2006 by STEPHEN R. BERGGREN and JANNA K.T. BERGGREN.

23 Ka Schmidt
24 Notary Public

25 Karen Schmidt
26 Resident Summit County
27 Notary Public, State of Ohio
My Commission Expires: 2010

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EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 15, in Block E, of Vista Grande Subdivision Unit No. 1, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on November 9, 1964 in Book 27, Page 644, as File No. 26518.

EXCEPTING THEREFROM any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

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