

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 4 Fee: 17.00  
BK-0807 PG-05557 RPTT: 0.00



A.P.N. 1022-18-001-012  
When recorded mail to:

William T. Stefun  
2736 Randolph Drive  
Reno, NV 89502

SPACE ABOVE THIS LINE FOR RECORDER'S USE

07010095WS

DEED OF TRUST AND ASSIGNMENT OF LEASE AND RENTS

THIS DEED OF TRUST made August 17, 2007, between ROY J. FUNEZ, an unmarried man, herein called TRUSTOR, whose address is 1455 OLD HIGHWAY 395, Gardneville, Nevada 89410 and William T. Stefun, Trustee of the William T. Stefun Trust dated 10/10/91 whose address is 2736 Randolph Drive, Reno, NV 89502 herein called BENEFICIARY and STEWART TITLE, herein called TRUSTEE.

WITNESSTH: That Trustor irrevocably GRANTS, TRANSFERS, AND ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that property in DOUGLAS County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED TO AND MADE PART OF THIS DOCUMENT  
APN: 1022-18-001-012

AND ALSO, all the estate, interest, homestead or other claim, in law or in equity, which the 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 here-after attached to or used in connection with the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of the Trustor herein contained.
- (2) Payment of an indebtedness in the sum of \$20,000.00 with interest according to the terms of a Promissory Note of even date herewith, executed by the Trustor delivered to the Beneficiary, and payable to the order of the Beneficiary, which Note with any and all extensions thereof is incorporated herein by reference.
- (3) Payment of all other sums with interest, which may become due and payable under the provisions of this Note to either the Trustee or the Beneficiary.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

FIRST: In the event any improvements are constructed upon the herein described real property the Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair thereon; to comply with all laws affecting said property or relating to any alternations or improvements that may be made; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon the property of any law, covenant, condition or restriction affecting the property.

ADVANCES: Beneficiary shall have at his option, the right to make any advances, without the consent

of junior lien holders, for the completion of the construction and/or improvements, mechanics liens, labor, materials, taxes, insurance, prior encumbrances for the preservation of this security or any other purpose. Any advances made pursuant to this clause shall maintain its security position as of the date of recording the Deed of Trust securing this note. Advances shall bear interest at the rate agreed upon in this Note.

**SECOND:** The following covenants Nos. 1,3,4 (Loan interest 12.00%), 5,6,7 (Reasonable %), 8, and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made part of this Deed of Trust.

**THIRD:** Trustor agrees that he 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 herein above adopted by reference.

**FOURTH:** Trustor agrees to provide and maintain fire, hazard, and extended coverage insurance, insuring the property and any and all improvements upon or to be constructed upon the premises, in a company satisfactory to, and the loss payable to, the Beneficiary and the Trustor as their respective interests may appear. This insurance shall be in the amount of the fair and reasonable market value of the real property and its improvements, with the minimum amount being the amount of the not secured by this Deed of Trust plus junior loans if any.

**FIFTH:** Any award of damages in connection with any condemnation for public use of or injury to this property or any part thereof significantly affecting the value of the security is hereby assigned and shall be paid to Beneficiary. The Beneficiary shall apply the condemnation award to the indebtedness secured hereby in such order as the Beneficiary may determine, and when such indebtedness has been satisfied, the balance of such award shall be released to the Trustor.

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

**SEVENTH:** Trustor hereby assigns to the Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the rents, issues, and profits of the property, reserving unto the Trustor the right, prior to any default as defined in this Deed of Trust, by the Trustor to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and without notice, either in person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, collect and enforce his assignment of the rents, issues, and profits by any lawful means.

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

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

**TENTH:** The benefits of 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 the Trustor and accepted by the Beneficiary with the understanding and upon the express condition that if the Trustor should make default in the performance to the Beneficiary of any of the covenants or 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:** In the event of sale, transfer, conveyance or alienation of said property, or any part thereof, or any interest therein, whether voluntary, Beneficiary shall have the right of acceleration, at his option, to declare the Note secured by this Deed of Trust, irrespective of the maturity date expressed



therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

**THIRTEENTH:** Assignment of Leases and Rents. Trustor does hereby sell, assign and transfer unto Beneficiary all of the leases, rents, income and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any agreement for the use of occupancy of the Property, it being the intention of Trustor and Beneficiary to establish an absolute transfer and assignment of all such leases and agreements, all of the rents and profits from the Property unto the Beneficiary, and Trustor does hereby appoint irrevocably the Beneficiary his true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of said rents and profits; provided, Beneficiary grants the Trustor the privilege to collect and retain such rents, income, and profits unless and until an event of default exists under this Deed of Trust. Upon the occurrence of an event of Default, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property, or during any period of redemption, and without regard to waste, adequacy of the security or solvency of the Trustor, the Beneficiary may at his option revoke the privilege granted Trustor hereunder to collect the rents, issues and profits of the Property.

**FOURTEENTH:** The trust hereby created is irrevocable by the Trustors.

**FIFTEENTH:** The undersigned Trustors requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them.

**IN WITNESS WHEREOF,** Trustor hereby accepts and agrees to the terms and covenants contained in this Deed of Trust.

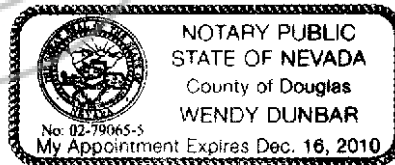
*Roy J. Funez*  
ROY J. FUNEZ

STATE OF NEVADA )  
COUNTY OF DOUGLAS ) SS.

On 8/17/07 before me, Wendy Dunbar, Notary Public, personally appeared ROY J. FUNEZ personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument, and acknowledge to me that they executed the same in their authorized capacity(ies) and that by their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted execute the instrument.

WITNESS my hand and official seal.

*Wendy Dunbar*  
Notary Public



## EXHIBIT "A"

### LEGAL DESCRIPTION

ESCROW NO.: 070101095

The land referred to herein is situated in the State of Nevada, County of DOUGLAS described as follows:

A parcel of land situated in and being a portion of the Northeast 1/4 of Section 18, Township 10 North, Range 22 East, M.D.B.&M., and more particularly described as follows:

BEGINNING at a point where the intersection of the centerline of (formerly known as) State Route #3 with the Northern line of said Section 18 from which the Section corner common to Sections 7, 8, 17 and 18 of said Township and Range, bears North 89°31'00" East, a distance of 1,943.64 feet; said point also being the most Northeasterly corner of the parcel of land conveyed to EUGENE F. OSBORNE, et ux, in deed recorded February 26, 1975, in Book 275, Page 767, Document No. 78507, Official Records; thence South 40°38'00" East, a distance of 1,282.84 feet to a point; said point being the most Easterly corner of the Osborne's land; thence North 49°22'00" East a distance of 75.00 feet more or less to a point; said point being the Northwest corner of the parcel of land conveyed to EVELYN MORTON, a widow, in Deed recorded April 17, 1970, in Book 75, Page 124, Document No. 47823, Official Records; thence North 89°46'20" East, a distance of 1,054.89 feet to a point; said point being the Northeast corner of the Morton Land; thence North 00°13'20" West, along the Section line common to Section 17 and 18 of said Township and Range, a distance of 937.02 feet to a point; said point being the section corner common to Sections 7, 8, 17 and 18 of said Township and Range; thence South 89°31'00" West along the Northern line of Section 18, a distance of 1,943.64 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey recorded August 15, 1992, Document No. 61166.

ASSESSOR'S PARCEL NO. 1022-18-001-012

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JUNE 4, 2004, BOOK 0604, PAGE 2406, AS FILE NO. 615247, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

