

DOC # 797598
02/21/2012 02:28PM Deputy: SG
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: \$22.00
BK-212 PG-3842 RPTT: 0.00



APN# : 1220-16-210-039

Recording Requested By:
Western Title Company, Inc.

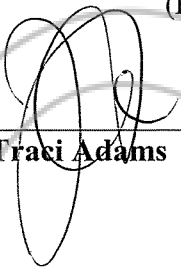
Escrow No.: 046826-TEA

When Recorded Mail To:
Evergreen Note Servicing
6121 Lakeside Drive, Suite 150
Reno, NV 89511

Mail Tax Statements to: (deeds only)
William Xavier Lance
P.O. Box 10304
South Lake Tahoe
96158

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature  _____
Traci Adams **Escrow Officer**

Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



APN: 1220-16-210-039
RECORDING REQUESTED BY:
Western Title
1513 US Highway 395, Suite 101
Gardnerville, NV 89410

AFTER RECORDING RETURN TO:
Sharron Whittaker
P.O. Box 1495
Pollock Pines, CA 95726

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Affirmation Statement

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

	<i>escrow officer</i>
Signature	Title
<i>Traci E. Adams</i>	
Printed Name	

DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of February, 2012, by and between, William Xavier Lance, an unmarried man, as Trustor; a Western Title, Trustee; and Sharron J. Whittaker, an unmarried woman, Beneficiary, whose address is P.O. Box 1495, Pollock Pines, CA 95726.

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with the power of sale, all that certain property situate in the County of Douglas, State of Nevada, commonly known as 932 Tillman Lane, Gardnerville, NV 89460, being more particularly described in Exhibit A hereto.

And, also, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to the said property, together with all easements and rights of way held or used in connection therewith or as a means of access thereto,



and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders.

For the purpose of securing (1) payment of the sum of ONE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$128,000.00), with interest thereon 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; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH, Trustor promises and agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, and as may be approved by Beneficiary, for 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 and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sums or sums as Beneficiary shall deem proper.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.



4. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon said property for such purposes; (ii) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and (d) in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent (10%) per annum.

6. That 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That 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 for failure so to pay.

8. That at any time from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the person liability of any person for payment of the indebtedness secured hereby, Trustee may: (i) reconvey any part of said property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

9. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of



real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum, or as allowed by law whichever is greater; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees who shall, without conveyance from the Trustee predecessor, succeed all its title, estate, rights, power and duties. Said instrument may contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

11. The following covenants: Nos. 1, 3, 4 (interest 10%), 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

12. 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 covenant herein adopted by reference.

13. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

14. That 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. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

15. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

16. 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.

17. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the holder hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.

18. This deed of trust is executed by Trustor and accepted by Beneficiary with the express understanding that the relationship of landlord and tenant shall exist as between the purchaser of the property covered hereby upon foreclosure proceedings and Beneficiary and its successors in interest, and Trustor may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action or summary eviction action in the event the possession of said property should not voluntarily be surrendered to such purchaser.

19. Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the leases, income, rent, issues, deposits, profits and proceeds of the Real Property to which Trustor may be entitled, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such income, rents, issues, deposits, profits and proceeds of the Real Property to which Trustor may be entitled, whether now due, past due or to become due. The assignment of the Leases constitutes an irrevocable direction and authorization of all tenants under the Leases to pay all rent, income and profits into an account specified by Beneficiary upon demand and without further consent or other action by Trustor. Trustor irrevocably appoints Beneficiary its true and lawful attorney, at the option of



Beneficiary at any time, to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such income, rents, issues, deposits, profits and proceeds and apply the same to the indebtedness secured by the Deed of Trust. It is understood and agreed that neither the foregoing assignment of leases, income, rents, issues, deposits, profits and proceeds to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies under this Paragraph shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof. Notwithstanding anything to the contrary contained herein so long as no Event of Default exists under the Note or this Deed of Trust, Trustor shall have a license to collect all income, rents, issues, profits and proceeds from the Property as trustee for the benefit of Beneficiary and Trustor shall apply the funds so collected as set forth in the Note. Upon the occurrence of future Event of Default, such license shall be deemed revoked and any rents received thereafter by Trustor shall be delivered in kind to Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or in Beneficiary's name or otherwise all rights of Trustor in the instruments, including without limitation checks and money orders, tendered as payments of rents and to do any and all things necessary and proper to carry out the purposes hereof.


20. In the event that Trustor or any successor in interest to Trustor in the real property hereby encumbered, either voluntarily or by operation of law, shall sell, transfer, further encumber, mortgage or convey or contract to sell, any or all of the Property which is not personal property or any portion thereof or any interest therein, at the option of Beneficiary, the indebtedness or obligation secured hereby shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. If Trustor is a corporation, limited liability company, partnership, trust or other entity, the transfer, encumbrance or other disposition of the voting control of such entity or of the ownership of more than fifty percent (50%) of the financial interest in Trustor shall be deemed to be a transfer for purposes of this section. If this Deed of Trust or any Note secured hereby contains any provision conferring on Beneficiary the right to demand any prepayment fee or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such fee or sum of money which Beneficiary would have been entitled to demand pursuant to such provision. If Beneficiary has accelerated the debt in accordance with any of the provisions herein, Beneficiary shall nevertheless be entitled to any prepayment fee which may be provided in this Deed of Trust or in the Note which this Deed of Trust secures. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

21. At the request of Beneficiary, Trustor, at Trustor's sole expense, shall pay on a monthly basis to Beneficiary, an amount equal to one-twelfth (1/12th) of the annual cost of property taxes assessed against the Property together with premiums on required insurance; the accumulated funds may be released to Trustor for payment of impositions and insurance premiums, or may be directly applied by Beneficiary (or Beneficiary's agent), if Beneficiary elects.



IN WITNESS WHEREOF, the Trustor herein has hereunto executed this Deed of Trust the day and year first above written.

Trustor;



William Xavier Lance

STATE OF Nevada
COUNTY OF Douglas: ss.

On February 17, 2012, before me, Traci E. Adams, personally appeared William Xavier Lance, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Traci Adams (Seal)

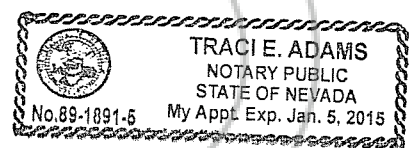




EXHIBIT "A"

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

**Lot 9 in Block B, as said lot and block are shown on that certain map entitled
"AMENDED MAP RANCHOS ESTATES" filed for record on October 30, 1972, as
Document No. 62493.**

**Assessor's Parcel Number(s):
1220-16-210-039**

