

DOC # 800631

04/11/2012 03:44PM Deputy: KE

OFFICIAL RECORD

Requested By:

Western Title Company

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 9 Fee: \$47.00

BK-412 PG-3135 RPTT: 0.00



APN#: 1320-33-402-064

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 048634-TEA

When Recorded Mail To:

Western Highland Fund II, LLC

P.O. Box 354

Zephyr Cove NV, 89448

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: 1320-33-402-064

RECORDING REQUESTED BY
Western Title Company

WHEN RECORDED, MAIL TO
Western Highland Fund II, LLC
PO Box 354
Zephyr Cove, NV 89448

THIS SPACE FOR RECORDER'S USE ONLY

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated **April 5, 2012**, between **Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustees of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001**, herein called **TRUSTOR**, whose address is P.O. Box 114, Gardnerville, NV 89410, **Western Title Company**, a Nevada corporation, herein called **TRUSTEE**, and **Western Highland Fund II, LLC**, whose address is P.O. Box 354 Zephyr Cove, NV 89448, herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in the **County of Douglas**, State of Nevada, described as:

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

That certain piece or parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 13 North, Range 20 East, M.D.B.&M., in the Town of Gardnerville, County of Douglas, State of Nevada, said parcel being more particularly described as metes and bounds as follows, to wit:

Beginning at a point at the Southwesterly corner of the property on the original right-of-way line of Main Street 28.91 feet Easterly of and at right angles to the center line of the State Highway through Gardnerville, said POINT OF BEGINNING being further described as: bearing North 42°41'46" West, a distance of 752.00 feet from the so-called Dettling Monument to the Town of Gardnerville, which monument is described as bearing South 89°48'45" West 3,960.40 feet from the Southeast corner of said Section 33; thence from the POINT OF BEGINNING North 44°59' West along the original right-of-way line of Main Street, a distance of 59.11 feet to a point at the Northwesterly corner of the property;
thence North 46°25' East along the Southerly side of the 13.50 foot alley way, a distance of 280.01 feet to the Northeasterly corner of the property; thence South 45°17'30" East, a distance of 55.00 feet to the Southeasterly corner of the property; thence South 45°39'10" West along the building and fence line, a distance of 187.50 feet to the property corner; thence South 43°40'42" East, a distance of 1.46 feet to the property corner, which is the Southeasterly corner of the brick-building; thence South 46°19'20" West along the brick-building and property line a distance of 92.78 feet to the POINT OF BEGINNING.



Said property is shown as Parcel 1 on the Record of Survey for Augustine Borda, recorded in the office of the County Recorder, Douglas County, Nevada, on February 21, 1949, in Book 1 of Maps.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 31, 2003, as Document No. 565851 of Official Records.

"DUE ON SALE" If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title of any interest therein in any manner of way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$312,500.00)**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Reference is made to that certain "Site Agreement" between Beneficiary as Owner and Nextel of California, Inc., a Delaware corporation, as Tenant, dated November 1, 2011, and incorporated herein. A breach of the said Site Agreement by Trustor shall constitute a material breach of the terms of this Deed of Trust and subject to any and all remedies of Seller at law or in equity, including private right of sale.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. The Trustor agrees to pay and discharge all costs, fees, and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.



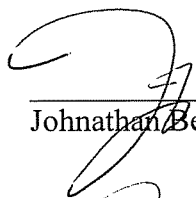
4. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of or injury to any 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 affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Seven years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).
10. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, directing Trustee to execute a written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby. Trustor agrees that any funds necessary to cure a default as set forth in the notice of default, must be presented to the Trustee in certified funds, or funds acceptable to said Trustee.
11. After such time as required by law shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. The place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.



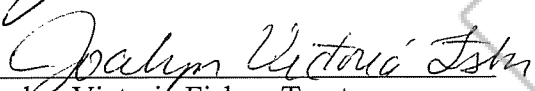
- (b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at the time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Trustor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.
12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, and all such other sums then secured hereby, with accrued interest thereon at the current rate of interest as set forth in the Note and the remainder, if any, to the person or persons legally entitled thereto.
 13. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
 14. 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.
 15. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.
 16. 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, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.
 17. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.



The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.



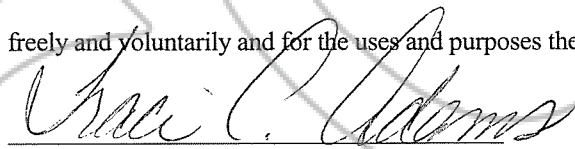
Johnathan Bennett Fisher, Trustee



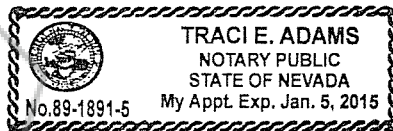
Jocelyn Victoria Fisher, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of April, 2012, personally appeared before me a Notary Public in and for Douglas County, State of Nevada, Johnathan Bennett Fisher and Jocelyn Victoria Fisher known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Notary Public




HAZARDOUS SUBSTANCE RIDER TO DEED OF TRUST

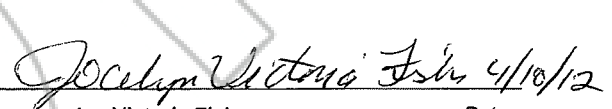
That certain Deed Of Trust dated between **Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustees of The Johnathan Bennett Fisher and Jocelyn Victorica Fisher Revocable Trust dated March 29, 2001** therein and herein called "Trustor", , therein called "Trustee" and **Western Highland Fund II, LLC** therein and herein called "Beneficiary" is supplemented in the following particulars only:

1. Trustor represents to Beneficiary that, to the best of Trustor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored on the property or any adjacent property nor have such substances been stored or used on the property or any adjacent property prior to Trustor's ownership, possession or control of the property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor's becoming aware that the property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Trustor will not cause or permit any activities on the property that directly or indirectly could result in the property or any other property's being contaminated with hazardous or toxic waste or substances. For the purpose of this Deed of Trust, "hazardous" or "toxic waste" or "substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic, or radioactive substance, or other similar term by any applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect.
2. Trustor shall promptly comply with all statutes, regulations, and ordinances, and with all orders, decrees, or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal, or cleanup of hazardous toxic waste or substances in, on, or under the property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations, or other activities on, or the contamination of, the property, or incorporated in any improvements thereon, at Trustor's expense. Beneficiary may, but is not obliged to, enter upon the property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Trustor has actual knowledge of the existence of hazardous or toxic waste or substances in, on, or under the property or any adjacent property as of the date hereof, Trustor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary's acquiring title to the property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

Trustee of The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

Trustee of the The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001


Borrower **Johnathan Bennett Fisher** Date **4/10/12**


Borrower **Jocelyn Victoria Fisher** Date **4/10/12**





RELEASE AGREEMENT AND ADDITIONAL LOAN FEE FOR A \$312,500 DEED OF TRUST

Western Highland Fund II, LLC (FUND II) is funding a \$312,500 loan, known as the FISHER 1 loan, to Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustees of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001, the Trustor, secured by the following properties;

- Parcel 1: A commercial property located at 1433 Highway 395, Gardnerville, NV a.k.a. APN 1320-33-402-064.
- Parcel 2: A single family resident located at 2102 Idaho Street, Carson City, NV a.k.a. APN 009-091-19.

As long as the Trustor is current on all of the terms of the loan, and all the real estate taxes are current on the remaining secured property, then FUND II agrees to the following release agreement.

Parcel 2: A single family resident located at 2102 Idaho Street, Carson City, NV a.k.a. APN 009-091-19 will be released as additional collateral on this loan if the loan is paid down to \$250,000 or FUND II receives \$62,500 from the trustor.

In the event the value of all the remaining secured properties is not adequate to protect the security interest of the lenders, then FUND II retain the right to modify this release agreement. Subject to the satisfaction of the foregoing conditions, FUND II shall promptly cause the Trustee of the Deed of Trust to prepare, execute and grant a partial release and reconveyance of the lien of their Deed of Trust as requested by Trustor.

The undersigned parties hereby acknowledge that they have read, approved, and received a copy of this release agreement and in the event of any conflict or inconsistency between the provisions of this release agreement and this deed of trust, the provisions of this release agreement shall control.

Furthermore in the event that the \$312,500 loan is not paid down to \$250,000 by May 1, 2013 the borrower will owe an additional \$1,562.50 towards a loan fee due and payable on May 1, 2014 when this entire loan is due.

TRUSTOR

Date: 4/10/12

Johnathan Bennett Fisher, Trustee of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

TRUSTOR

Date: 4/10/12

Jocelyn Victoria Fisher, Trustee of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

BENEFICIARY

Date _____

Kelly Krolicki for Edward & Lea Investments, LLC, manager of Western Highland Fund II, LLC



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TRUSTOR

Date: 4/10/12

Johnathan Bennett Fisher, Trustee of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

TRUSTOR

Date: 4/10/12

Jocelyn Victoria Fisher, Trustee of the Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

BENEFICIARY

Date: 4/10/12

Kelly Krolicki for Edward & Lea Investments, LLC, manager of Western Highland Fund II, LLC