

Requested By:  
First American Title Mindel  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$20.00  
BK-612 PG-7060 RPTT: 0.00



A.P.N.'s 1320-34-001-030  
and 1320-34-001-031

Recordation requested by:  
Maupin, Cox & LeGoy

When recorded return Deed and mail  
future property tax statements to:

John R. Annett and  
Linda R. Annett, Co-Trustees  
Annett Family Revocable Living Trust  
1583 Orchard Rd.  
Gardnerville, NV 89410

24249805C

The undersigned hereby affirms that this document  
submitted for recording does not contain the social  
security number of any person or persons per N.R.S.  
239B.030.

Space Chocho Escrows Office  
Signature of Declarant or Agent

### DEED OF TRUST

This Deed of Trust is executed by Pamela B. Pesenti, a married woman as her sole and separate property, as Trustor, to First American Title Company, as Trustee, for the benefit of John R. Annett and Linda R. Annett, as Co-Trustees, under the Annett Family Revocable Living Trust dated June 10, 1992, as Beneficiary.

### PURPOSE

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property situated in the County of Douglas, State of Nevada, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

The real property described above is hereafter referred to as the "Real Property." The conveyance to Trustee includes all water rights, ditch and ditch rights, tenements, hereditaments, and appurtenances of the Real Property, including all improvements, and fixtures now and hereafter placed on such property, and the rents, issues, and profits thereof. This Deed of Trust is executed by Trustor for the purpose of securing the following:

- A. The performance of each covenant of Trustor contained in article II.



B. The payment of the indebtedness evidenced by a Promissory Note dated concurrently herewith in the principal sum of Two Hundred Forty Thousand Dollars (\$240,000.00), payable to the order of Beneficiary, including any modifications, additions, or extensions thereof. This Promissory Note is incorporated by reference as a part of this Deed of Trust.

C. The payment of such additional sums, with interest thereon, as may hereafter be loaned by Beneficiary to Trustor when evidenced by a promissory note of Trustor. The promissory note is to state that it is secured by this Deed of Trust. As used in this Deed of Trust, the term "Promissory Note" includes the Promissory Note referred to in paragraph B. above and any subsequent promissory note which evidences the additional advances which are secured by this Deed of Trust.

II

COVENANTS OF TRUSTOR

A. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the Real Property; to comply with all laws affecting the Real Property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to commit, suffer, or permit any acts upon the Real Property in violation of any law, covenant, condition, or restriction affecting the Real Property; to maintain the Real Property in a good state of repair and not to make any alterations to the Real Property which would in any way reduce or impair or tend to reduce or impair its value.

B. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed of Trust.

C. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (fire insurance, replacement value); Covenant No. 3, Covenant No. 4 (interest, 10%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

III

DEFAULT

A. Any of the following shall constitute a default under the terms of this Deed of Trust.

1. The failure to make any of the payments required by the terms of the Promissory Note.



2. The failure to perform any of the covenants contained in article II.

3. The sale, exchange, or other disposition of the Real Property which is encumbered by this Deed of Trust, or of any part thereof or of any interest therein, whether voluntarily or involuntarily, without the prior written consent of Beneficiary.

B. Upon any default, Beneficiary may, at Beneficiary's option, declare the full amount of the indebtedness evidenced by the Promissory Note immediately due and payable although the time of maturity as expressed in the Promissory Note may not have then arrived, and Beneficiary shall be entitled to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to rent or lease the Real Property or any part thereof for such rental, term, and upon such conditions as Beneficiary considers necessary or proper, and to collect the rents, issues, and profits thereof as additional security.

The rights and remedies expressly granted by the terms of this Deed Of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed Of Trust or permitted by law shall be concurrent and cumulative.

#### IV

#### ABSOLUTE ASSIGNMENT OF RENTS

As additional security, Trustor hereby grants, transfers, and assigns to Beneficiary the right, power, and authority to collect the rents, issues, and profits of the Real Property, during the term of this Deed of Trust, provided that Trustor shall retain the right to collect and retain such rents, issues, and profits as they become due and payable so long as Trustor is not in default under the terms of this Deed of Trust. Upon any such default, Beneficiary may at any time 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, enter upon and take possession of the Real Property or any part thereof in his own name, sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same less losses and expenses of operations and collection, including reasonable attorneys' fees, upon any indebtedness secured thereby, and in such order as Beneficiary may determine. The entering and take possession of said property, the collection of such rents, issues, and profits and the application thereof to any indebtedness secured by this Deed of Trust, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.



V

CONDEMNATION PROCEEDS

If all or any portion of the Real Property is taken by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute, all sums paid as a result of the taking shall, to the extent required to discharge all obligations of Trustor which are secured by the terms of this Deed of Trust, be paid to Beneficiary, and the balance remaining, if any, shall be paid to Trustor.

VI

MISCELLANEOUS

A. Trustee is not obligated to notify any party to this Deed of Trust of any 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.

B. This Deed of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

C. The waiver of any breach of any of the terms or conditions of this Deed of Trust, or of any of the terms and conditions of the Promissory Note, shall not constitute a waiver of any subsequent breach of the same or of any other term of condition.

D. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

E. All notices of default shall be mailed to Trustor at the following address:

Pamela Pesenti  
1583 Orchard Road  
Gardnerville, NV 89410

With copy to:

Procter J. Hug, Esq.  
Maupin, Cox & LeGoy  
4785 Caughlin Parkway  
Reno, NV 89519



Dated this 28<sup>th</sup> day of June, 2012.

TRUSTOR:

Pamela B. Pesenti  
Pamela B. Pesenti  
Pamela B. Pesenti

State of California

County of Santa Barbara

On June 28, 2012, 2012, before me, Maryl L. Ortega, a notary public, personally appeared Pamela B. Pesenti, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maryl L. Ortega (Seal)

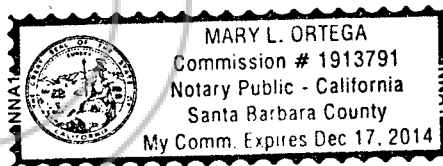




EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 PER THE PARCEL MAP FOR JENSEN FILED FOR RECORD JANUARY 28, 1999 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 459736;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 89°24'19" EAST, 1029.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF ADJUSTED PARCEL 2 PER THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR JENSEN & PIERCE FILED JUNE 5, 1998 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 441361;

THENCE ALONG THE BOUNDARY OF SAID ADJUSTED PARCEL 2, THE FOLLOWING COURSES:

SOUTH 89°24'19" EAST, 1009.57 FEET;  
SOUTH 03°54'02" WEST, 144.64 FEET;  
SOUTH 02°25'26" WEST, 189.17 FEET;  
SOUTH 09°02'22" WEST, 44.55 FEET;  
SOUTH 11°22'38" EAST, 72.73 FEET;

THENCE LEAVING SAID BOUNDARY OF ADJUSTED PARCEL 2, SOUTH 78°37'22" WEST, 106.79 FEET;  
THENCE NORTH 84°18'57" WEST, 457.13 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1850.00 FEET, CENTRAL ANGLE OF 05°05'22" AND ARC LENGTH OF 164.33 FEET;  
THENCE NORTH 89°24'19" WEST, 284.57 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;  
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 89°24'19" WEST, 1029.80 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;  
THENCE NORTH 01°14'18" EAST, 423.02 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING OF THIS DESCRIPTION IS NORTH 89°24'19" WEST, THE SOUTHERLY LINE OF ADJUSTED PARCELS 1 & 2 PER THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR JENSEN & PIERCE FILED JUNE 5, 1998 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 441361.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 30, 2011, IN BOOK 0611, PAGE 6525, AS INSTRUMENT NO. 0785790.

A.P.N. 1320-34-001-030





EXHIBIT "B"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 1 PER THE PARCEL MAP FOR JENSEN FILED FOR RECORD JANUARY 28, 1999 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 459736;

THENCE SOUTH 89°24'19" EAST, 1029.80 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, THE POINT OF BEGINNING;

THENCE SOUTH 89°24'19" EAST 284.57 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1850.00 FEET, CENTRAL ANGLE OF 05°05'22" AND ARC LENGTH OF 164.33 FEET;  
THENCE SOUTH 84°18'57" EAST, 457.13 FEET;  
THENCE NORTH 78°37'22" EAST, 106.79 FEET TO A POINT ON THE BOUNDARY OF ADJUSTED PARCEL 2 PER THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR JENSEN & PIERCE FILED JUNE 5, 1998 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 441361; THENCE ALONG SAID BOUNDARY OF ADJUSTED PARCEL 2 THE FOLLOWING COURSES:

SOUTH 11°22'38" EAST, 94.56 FEET;  
SOUTH 22°02'10" EAST, 90.62 FEET;  
SOUTH 20°43'55" EAST, 228.82 FEET;  
SOUTH 18°54'16" EAST, 8.49 FEET TO THE SOUTHEAST CORNER OF SAID ADJUSTED PARCEL 2;  
NORTH 89°24'19" WEST, 1153.77 FEET TO THE SOUTHWEST CORNER OF SAID ADJUSTED PARCEL 2  
NORTH 01°14'18" EAST, 423.02 FEET TO THE POINT OF BEGINNING, CONTAINING 10.02 ACRES, MORE OR LESS.

THE BASIS OF BEARING OF THIS DESCRIPTION IS NORTH 89°24'19" WEST, THE SOUTHERLY LINE OF ADJUSTED PARCEL 2 PER THE RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR JENSEN & PIERCE FILED JUNE 5, 1998 IN SAID OFFICE OF RECORDER AS DOCUMENT NO. 441361.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 30, 2011, IN BOOK 0611, PAGE 6529, AS INSTRUMENT NO. 0785791.

A.P.N. 1320-34-001-031