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OFFICIAL RECORDS

Requested By  
TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 4 Fee: \$ 17.00

Bk: 0513 Pg: 069



APN: 1318-03-210-013

**When Recorded, Mail To:**

Mr. & Mrs. Massey, Trustees  
P.O. Box 731  
Zephyr Cove, NV. 89448

**SHORT-FORM DEED OF TRUST WITH ASSIGNMENTS OF RENT**

**[Containing Due On Sale Clause]**

THIS DEED OF TRUST, made this 25 day of <sup>MARCH</sup> April, 2013, between JAY D. POE and DANA A. POE, Trustees of THE JAY AND DANA POE FAMILY LIVING TRUST dated September 20, 2000, herein called TRUSTOR, and TSI TITLE AND ESCROW, INC. herein called TRUSTEE, and JOHN V. MASSEY and JANET L. MASSEY, Trustees of the MASSEY FAMILY REVOCABLE LIVING TRUST dated April 27, 1990, herein called BENEFICIARY.

**WITNESSETH:**

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that certain real property and improvements located in Douglas County, Nevada, described as:

See Exhibit "A" attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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 hereunto.

For the Purpose of Securing: (1) Performance of each agreement of TRUSTOR incorporated by reference or contained therein: (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 \$3,000,000.00, executed by TRUSTOR in favor of BENEFICIARY or order; and, (3) Payment of such additional sums as may hereafter be advanced for the account of TRUSTOR or Assigns by BENEFICIARY with interest thereon.

To protect the Security of this Deed of Trust, TRUSTOR Agrees: By execution and delivery of this Deed of Trust and the Note of even date herewith secured hereby, that provisions (1) to (15) inclusive of the Deed of Trust recorded in the Official Records in the Office of the County Recorder of Douglas County, Nevada, at Book 57, at Page 115 as Document No. 40050 which provisions hereby are adopted and incorporated herein and made a part herein as full as though set forth herein at length; that TRUSTOR will observe and perform said provisions; and the references to property, obligations, and parties set forth in this Deed of Trust. The parties agree that with respect to Provision 16, the amount of fire insurance required by Covenant 2 shall be replacement costs; interest under Covenant 4 shall be 3% and, with respect to attorneys' fees provided for by Covenant 7, the amount shall be reasonable attorneys' fees.

**IN THE EVENT THE HEREIN-DESCRIBED PROPERTY, ANY PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY TRUSTOR, BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.**

The undersigned TRUSTOR requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address hereinbelow set forth.

LIVING

THE JAY AND DANA POE FAMILY  
TRUST dated September 20, 2000

By: JAY D. POE, Trustee



By: DANA A. POE, Trustee



**ACKNOWLEDGEMENT**

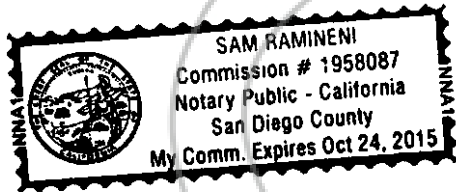
CALIFORNIA

STATE OF NEVADA )  
SAN DIEGO ) ss.  
COUNTY OF DOUGLAS )

MAR 04

On the 27<sup>th</sup> day of FEB, 2013, personally appeared before me, SAM RAMINENI a Notary Public, in and for said County and State, JAY D. POE and DANA A. POE, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State above-named, the day and year in this certificate first above written.



*[Handwritten Signature]*  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of Section 10, Township 14 North, Range 18 East, M.D.M., more particularly describes as follows:

Parcel 1

Beginning at a point which bears North 66°35'15" East 829.62 feet from the South ¼ corner of said Section 10, said point being on the Southerly line of that certain parcel of land described in Book 894, Page 2170; thence South 66°35'30" West 77.41 feet; thence North 55°20'26" West (North 55°18'00" West record) 238.77 feet; thence North 02°54'00" East 170.00 feet; thence South 87°06'00" East 126.00 feet; thence South 66°59'00" East 92.39 feet; thence South 00°38'00" West 51.8 feet; thence South 88°12'00" East 59.90 feet; thence South 45°55'00" East 27.35 feet; thence South 19°30'00" East 136.18 feet; thence South 66°35'30" West 78.94 feet to the Point of Beginning.

The basis of bearing of the description is the Bearing "North 70°30'00" East" along the Southerly boundary of the Parcel of Land described in Book 894, Page 2170, Official Records of Douglas County.

Parcel 2

The benefit of that perpetual Easement specified in that Deed of Easement recorded September 5, 2003 in Book 903, Page 2465 with the Douglas County Recorder.

Pursuant to NRS 111.312 this legal description was previously recorded on March 21, 2011 in Book 0311, Page 4359 of Official Records, Douglas County, State of Nevada as Document No. 780267