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A POSITION OF:  
A. P. No. 1219-09-001-018  
Escrow No. 2444159

Doc Number: **0824107**  
05/23/2013 03:24 PM  
OFFICIAL RECORDS  
Requested By  
FIRST AMERICAN TITLE INS CO

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 7 Fee: \$ 20.00  
Bk: 0513 Pg: 6168



Deputy ar

When recorded mail to:

✓ Bently Family Limited Partnership  
1411 ORBIT WAY  
Minden, Nevada 89423

DEED OF TRUST  
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 23rd, 2013, between  
PHILIP EDMONDSON and LAURA EDMONDSON, Trustees of the PHILIP  
EDMONDSON AND LAURA EDMONDSON 2001 TRUST, Dated April 21, 2001,  
herein called "Trustor", whose address is: 8611 Baymore Dr Huntington Beach CA 92646  
FIRST AMERICAN TITLE INSURANCE CORPORATION, a California Corporation,  
herein called "Trustee", and BENTLY FAMILY LIMITED PARTNERSHIP, a Nevada  
Limited Partnership, whose address is: 1411 Orbit way, Minden NV 89423 herein called  
"Beneficiary",

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest  
of Trustor in that certain property situate in the County of Douglas, State of Nevada,  
more particularly described as follows:

"C" A  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto  
belonging or appertaining, and the reversion and reversions, remainder and remainders,  
rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any  
period of default hereunder, and without waiver of such default, to collect said rents.

issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$150,000.00, 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 such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements 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 any law, covenant, condition or restriction affecting said property; 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property 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. Said insurance shall be in 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, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at 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. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; 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: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

6. 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 moneys received by him in the same manner and with the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

7. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

8. 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, as herein provided, for failure to so pay.

9. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

10. 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 the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".

11. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

12. The following covenants Nos. 1, 2, 3 (interest 7.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

13. 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.

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

15. Trustee accepts this trust 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 Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

16. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

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17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

PHILIP EDMONDSON AND  
LAURA EDMONDSON 2001 TRUST

*[Handwritten signature of Philip Edmondson]*  
\_\_\_\_\_  
PHILIP EDMONDSON  
*[Handwritten signature of Laura Edmondson]*  
\_\_\_\_\_  
LAURA EDMONDSON

STATE OF NEVADA        )  
  ) ss:  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2013,  
by PHILIP EDMONDSON and LAURA EDMONDSON.

*See attached*

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

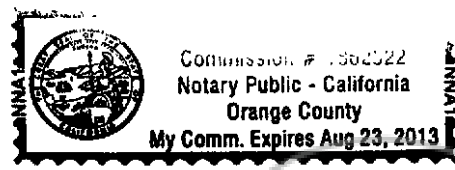
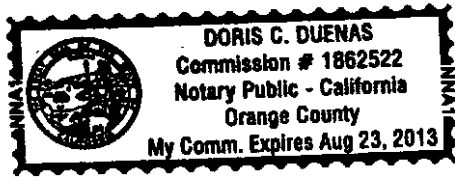
CIVIL CODE § 1189

State of California

County of Orange

On May 20, 2013 before me, Doris C. Duenas, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Philip Edmondson AND Laura Edmondson  
Name(s) of Signer(s)



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.

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: Doris C. Duenas  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: DEED OF TRUST WITH ASSIGNMENT OF PROFITS

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <b>RIGHT THUMBPRINT OF SIGNER</b><br>Top of thumb here | <input type="checkbox"/> Corporate Officer — Title(s): _____<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General<br><input type="checkbox"/> Attorney in Fact<br><input type="checkbox"/> Trustee<br><input type="checkbox"/> Guardian or Conservator<br><input type="checkbox"/> Other: _____ | <b>RIGHT THUMBPRINT OF SIGNER</b><br>Top of thumb here |
|---|--|---|--|

Signer Is Representing: \_\_\_\_\_

EXHIBIT "C"  
**EDMONDSON 2001 TRUST  
ADJUSTED PARCEL  
LEGAL DESCRIPTION**

April 29, 2013

A portion of the northeast one-quarter of the northeast one-quarter of Section 9, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada being more particularly described as follows:

COMMENCING at a point on the westerly right-of-way line of Autumn Hills Road which bears N. 01°35'13" W., 989.82 feet from the East one-quarter corner of said Section 9 as shown on the Record of Survey for Donald E. Bently, Document No. 129080 of the Douglas County Recorder's Office;

thence N. 89°42'01" W., 440.32 feet to the southeast corner of the Edmondson parcel as described in deed, Document No.814816, the TRUE POINT OF BEGINNING;

thence N. 89°42'01" W., 838.09 feet to a 3/8" rebar at the southwest corner of said Edmondson parcel;

thence N. 00°07'45" E., 658.65 feet to a 1/2" iron pipe;

thence S. 89°39'12" E., 838.09 feet;

thence S. 00°07'45" W., 657.97 feet to the POINT OF BEGINNING.

Containing 12.666 acres, more or less.

**Basis of Bearing:**

The East line of the northeast one-quarter of Section 9, T. 12 N., R. 19 E., M.D.M., as shown on the Record of Survey for Donald E. Bently, Document No. 129080 of the Douglas County Recorder's Office. (N. 00°09'00" E.)

PREPARED BY:  
Darryl M. Harris, P.L.S. # 6497  
Resource Concepts, Inc.  
P.O. Box 11796 212 Elks Point Road, Suite 443  
Zephyr Cove, NV 89448  
775-588-7500

