

Title Order No. 770-1300347-SL  
Escrow No.  
Loan No. 8683360 HE10

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Los Angeles Firemen's Credit Union  
PO Box 60890  
Los Angeles, CA 90099-4303

DOC # 825314  
06/13/2013 01:27PM Deputy: SD  
**OFFICIAL RECORD**  
Requested By:  
First American Title Reno  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$20.00  
BK-613 PG-3262 RPTT: 0.00



(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**DEED OF TRUST**

THIS DEED OF TRUST is made on MAY 30, 2013  
The trustor is DONALD WAYNE STUKEY AND BRENDA MEREDITH STUKEY, AS TRUSTEES  
OF THE STUKEY FAMILY REVOCABLE TRUST, U.T.D. SEPTEMBER 8, 2005 ("Borrower").  
The trustee is TITLE365 ("Trustee").  
The beneficiary is LOS ANGELES FIREMEN'S CREDIT UNION ("Lender").  
whose address is 815 COLORADO BLVD., LOS ANGELES, CA 90041

This Deed of Trust is made to secure to Lender: (1) Repayment of the indebtedness evidenced by, and the performance of the terms and conditions of, that certain Note and Disclosure Statement dated 05/30/2013, and all modifications, extensions and renewals thereof, executed by the Trustor in favor of Beneficiary (the "Note"), in the principal sum of U.S. \$ 300,000.00, with interest thereon, providing for monthly installments of principal and interest. The entire indebtedness under the Note, if not repaid sooner, is due and payable on 05/30/2038; (2) Payment of all sums, with interest, advanced by Lender to protect the Security of this Deed of Trust; and (3) Performance of each covenant and agreement of Borrower incorporated by reference or contained herein.

For this purpose, Borrower irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, the following described property located in DOUGLAS County, California:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN: 1320-35-001-056  
which has the address of 1566 EAST VALLEY ROAD, GARDNERVILLE, NV 89410;

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, including all replacements and additions thereto (all of the foregoing is collectively referred to in this Deed of Trust as the "Property");

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**TAX STATEMENT MAILING ADDRESS:**  
1566 EAST VALLEY ROAD  
GARDNERVILLE, NV 89410



## COVENANTS.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Late Charges.**

Borrower shall promptly pay when due the principal of, and interest on the debt evidenced by the Note and any late charges due under the Note.

**2. Charges; Liens.**

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Any default by Borrower under any such mortgage, deed of trust or other security agreement shall be a default under this Deed of Trust and the Note. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**3. Hazard or Property Insurance.**

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 5. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Any insurance proceeds shall be applied by Lender, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, (i) to the sums secured by this Deed of Trust, whether or not then due; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder and (ii) be subject to the provisions of this Paragraph 3.

**4. Preservation, Maintenance and Protection of the Property.**

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall keep the Property in good condition and repair, and shall not remove or demolish any building thereon. Borrower shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property, and to pay when due all claims for labor performed and materials furnished therefor. Borrower shall comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property. Borrower shall not commit, suffer or permit any act upon the Property in violation of law.

**5. Protection of Lender's Rights in the Property.**

If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 5, Lender does not have to do so. Any amounts disbursed by Lender under this Paragraph 5 shall become additional debt of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6. Inspection.**

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**7. Condemnation.**

The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in Paragraph 3 hereof with respect to insurance proceeds. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.



**8. Borrower Not Released; Forbearance By Lender Not a Waiver.**

Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.**

The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Deed of Trust but does not execute the Credit Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent.

**10. Loan Charges.**

If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without prepayment charge under the Note.

**11. Notices.**

All notices given by Borrower or Lender in connection with this Deed of Trust must be in writing. Any notice to Borrower in connection with this Deed of Trust shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Deed of Trust is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed of Trust.

**12. Governing Law; Severability.**

This Deed of Trust shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.

**13. Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in it is sold, or transferred, or agreed to be sold or transferred (or if a beneficial interest in Borrower is sold or transferred, or agreed to be sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**14. Borrower's Right to Reinstate.**

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Deed of Trust and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's rights in the Property and Borrower's obligation to pay the sums secured





by this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 13.

**15. Sale of Note, Change of Loan Servicer.**

The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice on the change in accordance with Paragraph 11 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information require by applicable law.

**16. Hazardous Substances.**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims. As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.**

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 13 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



**18. Reconveyance.**

Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust, the Note and all other notes secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

**19. Substitute Trustee.**

Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. This instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Deed of Trust is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**20. Statement of Obligation Fee.**

Lender may collect a fee equal to the maximum amount as may from time to time be allowed by law for furnishing any statement of obligation, beneficiary's statement, beneficiary's demand or any other statement regarding the condition of or balance owing under the Credit Agreement or secured by this Deed of Trust.

**21. Misrepresentation and Nondisclosure.**

Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Deed of Trust secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand shall have the right to declare the indebtedness secured by the Deed of Trust, irrespective of the maturity date specified in the Note or notes secured by the Deed of Trust, immediately due and payable. Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing a default by Borrower under this Paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon thereunder.

**22. Modification.**

This Deed of Trust may be modified or amended only by an agreement in writing signed by Borrower and Lender.

**23. Reimbursement.**

To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses, including attorneys' fees, which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Deed of Trust, the Note, any other note secured by this Deed of Trust or any other instrument executed by Borrower in connection with the Note or Deed of Trust. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender providing documents or services arising out of or in connection with this Deed of Trust, the Note, any other note secured by this Deed of Trust or any other instrument executed by Borrower in connection with the Note or Deed of Trust.

**24. Clerical Error.**

In the event Lender at any time discovers that the Note, any other note secured by this Deed of Trust, the Deed of Trust, or any other document or instrument executed in connection with the Deed of Trust, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

**25. Lost, Stolen, Destroyed or Mutilated Deed of Trust and Other Documents.**

In the event of the loss, theft or destruction of the Note, any other note secured by this Deed of Trust, the Deed of Trust or any other documents or instruments executed in connection with the Deed of Trust, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Document and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Document, and may be treated for all purposes as the original copy of such Loan Document.

**26. Riders to this Deed of Trust.**

If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.



BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

Donald Wayne Stukey  
DONALD WAYNE STUKEY, TRUSTEE -Borrower

Brenda Meredith Stukey  
BRENDA MEREDITH STUKEY, TRUSTEE -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

STATE OF ~~CALIFORNIA~~ NEVADA

COUNTY OF Douglas

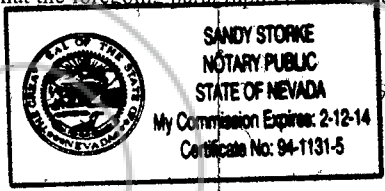
On 6/5/13, before me, SANDY STORKE, NOTARY PUBLIC, (here insert name and title of the officer), personally appeared DONALD WAYNE STUKEY, TRUSTEE AND BRENDA MEREDITH STUKEY, TRUSTEE

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 Sandy Stork (Seal)



Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**REQUEST FOR RECONVEYANCE**

TO: TITLE365, Trustee

The undersigned is the legal owner and holder of the Note or Notes and of all other indebtedness secured by the Deed of Trust, dated 05/30/2013, made by DONALD WAYNE STUKEY AND BRENDA MEREDITH STUKEY, AS TRUSTEES

OF THE STUKEY FAMILY REVOCABLE TRUST, U.T.D. SEPTEMBER 8, 2005, Trustor, to TITLE365, Trustee, and

recorded on \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, Instrument Number \_\_\_\_\_, of the Official Records of \_\_\_\_\_ County, California.

Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note or Notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Please mail Deed of Trust, Note and Reconveyance to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



EXHIBIT "A"

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

PARCEL I:

PARCEL 7C-2, AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR THE PETERSON FAMILY TRUST, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JUNE 30 1993, IN BOOK 693, PAGE 7077, AS DOCUMENT NO. 311337.

EXCEPTING THEREFROM THAT PORTION CONVEYED IN GRANT, BARGAIN AND SALE DEED RECORDED MARCH 16, 2011 IN BOOK 311, PAGE 3317, AS DOCUMENT NO. 780076.

PARCEL II:

THAT PORTION OF THE NORTHERLY HALF OF SECTION 35, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M. IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 7D-1, AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FOR JEFFREY S. AND SHERI L. PETERSON, RECORDED IN BOOK 393 AT PAGE 1294 AS DOCUMENT NO. 301335 IN THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 7-D, SOUTH 89°59'30" EAST, 1154.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTHERLY LINE SOUTH 89°59'30" EAST, 184.91 FEET; THENCE SOUTH 63°29'53" WEST, 152.23 FEET; THENCE NORTH 46°02'22" WEST, 61.32 FEET; THENCE NORTH 10°07'47" WEST, 25.79 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 16, 2011 IN BOOK 311, PAGE 3319, AS DOCUMENT NO. 780077.