

APN: 1219-01-000-016

DOC # 826599  
07/03/2013 10:14AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
First American Title IV  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-713 PG-771 RPTT: 0.00



WHEN RECORDED RETURN TO:

Daniel B. Brower  
P.O. Box 18087  
Reno, NV 89511

Escrow No. 2450226

DEED OF TRUST

THIS DEED OF TRUST is made on July 2, 2013, by and between Valley View Ranch LLC whose address is P.O. Box 3346, Incline Village, NV 89450 (Hereafter referred to as the "Trustor"); FIRST AMERICAN TITLE COMPANY OF NEVADA (Hereafter the "Trustee"); and DANIEL B. BROWER, Trustee of the DANIEL B. BROWER LIVING TRUST Dated June 11, 2009 AND ANY AMENDMENTS THERETO whose address is P.O. Box 18087, Reno, NV 89511 (hereafter the "Beneficiary").

WITNESSETH:

That Trustor does hereby grant, bargain, convey and confirm unto said Trustee, in trust with power of sale, all that certain real property situate in the County of Douglas, State of Nevada described as follows:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 19 EAST M.D.B. & M., THENCE PER DESCRIPTION RECORDED IN BOOK 1178, AT PAGE 284, AS DOCUMENT NO. 27035, DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE, EAST 2639.47 FEET; THENCE SOUTH 28.50 FEET; THENCE EAST, 729.73 FEET TO THE NORTHWEST CORNER OF ASSESSOR'S PARCEL NO. 19-080-03; THENCE ALONG THE WEST LINE OF SAID PARCEL, SOUTH 00°03'00" EAST, 811.26 FEET TO THE POINT OF BEGINNING; THENCE, WEST 456.45 FEET PER SAID DOCUMENT NO. 27035; THENCE SOUTH 00°03'00" EAST, 839.37 FEET; THENCE SOUTH 89°57'38" EAST, 520.96 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NO. 19-080-15; THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 00°03'00" WEST, 839.76 FEET; THENCE WEST 64.55 FEET MORE OR LESS TO THE POINT OF BEGINNING.

NOTE: ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 26, 2000, BOOK 1000, PAGE 5174, AS INSTRUMENT NO. 0502154.

More commonly known as 725 Trance Acres Lane, Gardnerville, NV.



And also, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to the said property, together with all easements and rights of way held or used in connection therewith or as means of access thereto, and, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold the same unto the said Trustee and its successors, for the purpose of securing payment of an indebtedness in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) EVIDENCED BY A Promissory Note of even date herewith, with interest thereon according to the terms of said Note, which Note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums, with interest thereon, as may hereafter be loaned by Beneficiary to Trustor, payment of all other sums, with interest thereon, becoming due and payable under the provisions hereof to either Trustee or Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all claims for labor and materials furnished for any construction, alteration or repair upon the above described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon, not to commit or permit waste thereon; not to commit suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property, and to permit Beneficiaries to enter at all reasonable times for the purpose of inspection.
2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust 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, as may be approved by Beneficiary for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust, and the same shall be payable to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, 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 proper.
3. The following covenants, Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (a reasonable percent), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.
4. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions of the covenants hereinabove adopted by reference.



5. The rights and remedies hereby granted shall not exclude any other rights and remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
6. All the provisions, benefits and obligations of this instrument shall apply to, inure to and bind the heirs, representatives, executors, successors and assigns of the parties hereto and the holders hereof. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include the other genders.
7. Trustor assigns hereby to Beneficiary any and all rents of the above-described premises accruing after default, and hereby authorizes the Trustee or a receiver to be appointed on application of Trustee, or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payment of said debt or in the performance of any of the obligations herein contained and to rent the premises for the account of Trustor. At any Trustee's sale hereunder held, the Trustee shall sell the property herein described as a single unit unless otherwise specifically directed, and at such sale is hereby authorized to bid for Beneficiary or other absent persons.
8. It is hereby agreed that the trust created hereby is irrevocable by Trustor.
9. This Deed of Trust is executed by Trustor and accepted by Beneficiary with the express understanding that the relationship of landlord and tenant shall exist as between the purchaser of the property covered hereby upon foreclosure proceedings and Trustor and their successors in interest, and they may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action in the event the possession of said property should not voluntarily be surrendered to such purchaser.
10. If the Trustor or his successors in interest, shall sell, convey or alienate the property described herein, or any part thereof, or any interest therein, in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

IN WITNESS THEREOF, the undersigned has hereunto set his hand the day and year first above written.



TRUSTOR

*[Handwritten signature]*

Valley View Ranch LLC  
By M Nielsen Corporation, Manager  
Mark R. Nielsen, President

*[Handwritten signature]*

Mark R. Nielsen, Individually

STATE OF NEVADA

SS.

COUNTY OF WASHOE

This instrument was acknowledged before me on July 2, 2013 by Mark R. Nielsen, President of M. Nielsen Corporation, Manager of Valley View Ranch LLC.

*[Handwritten signature]*

Notary Public  
My Commission Expires: 1/6/15



STATE OF NEVADA

SS.

COUNTY OF WASHOE

This instrument was acknowledged before me on July 2, 2013 by Mark R. Nielsen.

*[Handwritten signature]*

Notary Public  
My Commission Expires: 1/6/15

