

Doc Number: **0827480**

07/22/2013 09:39 AM

OFFICIAL RECORDS

Requested By:  
TSI TITLE & ESCROW

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 20.00  
Bk: 0713 Pg: 4912



Deputy: sb

APN: 1318-23-814-005

RECORDING REQUESTED BY:  
TSI TITLE & ESCROW, INC.

*Order # 13-52265-CLG*

WHEN RECORDED MAIL TO:

Mr. Roy F. Moore  
25 Westwind Lane  
Grosse Pointe, MI 48236

DEED OF TRUST

This page added to provide additional information required by NRS 111.312  
Sections 1-2 (Additional recording fees apply)

Mortgage Broker Name: No Mortgage Broker

**DEED OF TRUST**

THIS INDENTURE, made and entered into on July 15, 2013 by Anthony E. Laurian and Fredricka M. Laurian, individually and as Trustees of the Anthony and Fredricka Laurian Living Trust, dated June 29, 2004, whose address is 173 Terrace View Drive, Stateline, Nevada 89449, as Grantor ("Debtor"); TSI Title And Escrow, Inc., whose address is 310 Dorla Court, Suite 210, Zephyr Cove, Nevada 89448 as Trustee; and, Jacqueline L. Long, Trustee of the Jacqueline L. Long Living Trust, dated November 6, 2012, whose address is 621 Sweet Bay Avenue, Plantation, Florida 33324 as Beneficiary ("Secured Party"):

WHEREAS, Debtor is indebted to Secured Party as evidenced by a Master Secured Promissory Note of even date herewith in favor of Secured Party, providing for payment of attorney's fees for collection if not paid according to the terms thereof, being due and payable in specified payments and to be paid in full not later than July 15, 2018.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, in the amount of \$200,000.00, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 ("indebtedness").

NOW THEREFORE, In consideration of the indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land situated in the County of Douglas, State of Nevada, and described in the attached Exhibit A; together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land ("Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST, subject to the covenants, stipulations and conditions below, to secure prompt payment of all existing and future indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor,

and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness at public outcry to the highest bidder for cash in accordance with the laws of the state in which the property is located. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a Party to this Deed of Trust. From the proceeds of the sale, Trustee shall first pay all costs of the sale, including reasonable compensation to the Trustee; then, the indebtedness due Secured Party by Debtor, including accrued interest and attorney fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. Advances. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. All Indebtedness Secured. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Insurance. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonable require in such amounts as Debtor may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party, Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Taxes. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the Interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the

tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Maintenance and Repairs. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

6. Protection of Lender's Interest. Any sums advanced by Secured Party for Insurance, taxes, or repairs as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. Assignment of Rents. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

8. No Assumption or Transfer. This Deed of Trust (indenture) may not be assumed by any buyer from Debtor. Any attempted transfer of any interest in this property (including, but not limited to, possession) will constitute a default and Secured Party may accelerate the entire balance of the indebtedness. If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the indebtedness in full. If Debtor fails to pay such indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Default. Debtor shall be in default under the provisions of the Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Substitute Trustee. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee.

11. Environmental warranties, compliance, and indemnification. Debtor represents and warrants to Secured Party that neither Debtor nor any prior owner, or lessee of the Property has violated any Environmental Laws, as defined below, that concern or affect the Property or any part. Debtor will at all times strictly observe and promptly comply with all Environmental Laws. Debtor will notify Secured Party, no later than 10 days after Debtor's receipt, of any letter, notice, summons, complaint, citation, investigation, or other communication issued by or on behalf of any governmental agency or department or private person regarding any complaint or alleged violation of any Environmental Law concerning the Property. Debtor indemnifies and holds Secured Party harmless from any losses, costs, suits, harm, liability, and damages of any kind, including reasonable attorney fees, that result from or are related to any violations by Debtor or Debtor's predecessors in title to the Property of any Environmental Laws and agrees that that indemnity shall survive the foreclosure or discharge of this Deed of Trust and shall continue so long as Secured Party has any interest in or liability for the Property. Debtor will allow Secured Party or its agent access to the Property to confirm Debtor's compliance with all Environmental Laws, and Secured Party may at any time, at Debtor's sole cost and expense, hire, or require Debtor to hire, an environmental consultant to inspect, test, and audit the Property and advise Secured Party concerning Debtor's compliance with Environmental Laws. Any costs paid by Secured Party for violations of Environmental Laws or to hire an environmental consultant shall be added to the Obligations secured by this Deed of Trust. If Debtor leases the Property or any part, Debtor will specifically provide in any such lease that Secured Party or its agent shall have access to the leased premises to ensure the lessee's full compliance with all Environmental Laws, and any lessee violation of any Environmental Law shall constitute a violation of Debtor's environmental warranties and agreements under this Deed of Trust.

*Environmental Laws* shall mean all laws, regulations, and rules of the United States of America, State of Nevada, local authorities, and their respective agencies and departments that pertain to the environment including, but without limitation, the Clean Air Act, 42 USC 7401 et seq.; the Clean Water Act, 33 USC 1251 et seq.; the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601 et seq.; the Hazardous Materials Transportation Act, 49 USC 1801 et seq.; the Solid Waste Disposal Act, 42 USC 6901 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; and any applicable Nevada law, as amended, together with all rules and regulations promulgated by the U.S. Environmental Protection Agency or the applicable Nevada agency and all additional environmental laws, rules, and regulations in effect on the date of this Deed of Trust and subsequently enacted. The provisions of this section shall survive the termination, satisfaction, release, and discharge of this Deed of Trust or any of the Obligations.

12. Secured Party's Remedies; Forbearance Not a Waiver. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently,



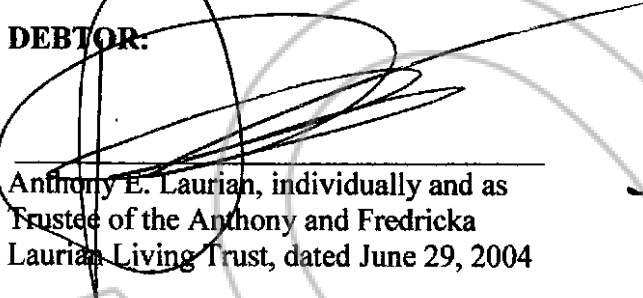
concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

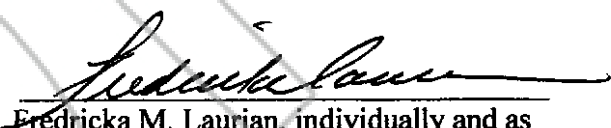
13. Joint and Several Obligations. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in the Deed of Trust.

14. Severability; Rule of Construction; Governing Law. If any provision of this deed of trust shall be declared invalid, the intent of the parties is that the remaining provisions shall remain in full force and effect and shall be enforced. This Deed of Trust shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on July 15, 2013.

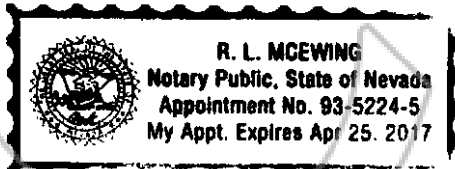
**DEBTOR:**

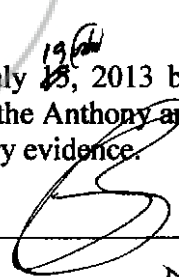
  
\_\_\_\_\_  
Anthony E. Laurian, individually and as  
Trustee of the Anthony and Fredricka  
Laurian Living Trust, dated June 29, 2004

  
\_\_\_\_\_  
Fredricka M. Laurian, individually and as  
Trustee of the Anthony and Fredricka  
Laurian Living Trust, dated June 29, 2004

STATE OF NEVADA  
COUNTY OF DOUGLAS

This instrument was acknowledged before me on July <sup>19<sup>th</sup></sup> 2013, 2013 by Anthony E. Laurian and Fredricka M. Laurian, individually and as Trustees of the Anthony and Fredricka Laurian Living Trust, dated June 29, 2004, proven to me by satisfactory evidence.



  
\_\_\_\_\_  
Notary Public, Douglas County, Nevada  
My commission expires: 4/25/17  
Acting in Douglas County

Prepared by and Return to:  
Roy F. Moore  
25 Westwind Lane  
Grosse Pointe, MI 48236

**EXHIBIT A to DEED OF TRUST, dated July 15, 2013**

The property situated in the State of Nevada, County of Douglas, and described as follows:

All that portion of Lot 5 as shown on the Official Map of KINGSBURY HEIGHTS #3, filed in the Office of the County Recorder of Douglas County, Nevada on October 20, 1977, in Book 1077 of Official Records, Page 1205, as Document No. 14200 and amended February 12, 1985, Document No. 113500, more particularly described as follows:

Beginning at the Northeast corner of said Lot 5;  
thence South 00°06'23" East 90.00 feet;  
thence South 89°54'56" West 133.14 feet;  
thence along a curve concave to the Northeast with a radius of 96.79 feet, a central angle of 03°34'05" and an arc length of 6.03 feet;  
thence North 01°53'39" East 83.97 feet;  
thence North 89°53'37" East 130.19 to the Point of Beginning.

The basis of bearing for this description is the bearing North 00°06'23" West along the East line of said Lot 5, as shown on the Official Map of KINGSBURY HEIGHTS #3, filed in the Office of the County Recorder of Douglas County, Nevada on October 20, 1977 in Book 1077 of Official Records, Page 1205, as Document No. 14200 and amended February 12, 1985, Document No. 113500.

Note: This legal description was previously recorded June 28, 1996 in Book 696 of Official Records, Douglas County, State of Nevada at Page 5289 as Document No. 391142.