

DOC # 835256  
12/11/2013 12:49PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
eTRCo, LLC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-1213 PG-1685 RPTT: 0.00

APN#: 1420-07-811-005

**Recording Requested By:**  
Western Title Company, Inc.  
**Escrow No.:** 061597-KTH

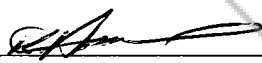
**When Recorded Mail To:**  
Joyce R. Powell Trust dated 11-4-1995  
199 St. Albans Place  
Carson City, Nevada 89703-4545



**Mail Tax Statements to: (deeds only)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.  
(Per NRS 239B.030)

Signature   
K. Howell Escrow Officer

**Deed of Trust**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)



APN: 1420-18-214-001  
Escrow No. 061597-KTH  
When Recorded Return to:

Joyce Robin Powell Trust dated April 4,  
1995  
199 St. Albans Place  
Carson City, Nevada 89703-4545

SPACE ABOVE FOR RECORDERS USE

**DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

THIS DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust"), made this 10th day of December, 2013 between Richard D. Berg and Suzanne M. Berg, husband and wife as Joint Tenants with right of survivorship, as TRUSTOR ("Trustor"), Western Title Company LLC, a Nevada Limited Liability, as TRUSTEE ("Trustee"), and Joyce Robin Powell, as trustee of the Joyce Robin Powell Trust, dated April 4, 1995, as BENEFICIARY ("Beneficiary"), WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of NEVADA as described on Exhibit A ("Property"), which is attached hereto and incorporated herein by this reference.

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, OR 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.

In accordance with NRS Chapter 107A, together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits prior to any default hereunder or under the secured promissory note referenced below (each an "Event of Default").

For the purpose of securing (1) payment of the sum of Two hundred five Thousand and No/100 Dollars (\$205,000) with interest thereon as evidenced by that certain secured promissory note ("Note") of even date herewith made by Trustor, as borrower, payable to order of Beneficiary, as lender, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely: Ormsbay County (Also Known as Carson City County )

In Book 72, Page 249 as document number 32867 of official records.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the



reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

In addition to and without limiting any of the foregoing:

1. The following covenants, Nos. 2 and 7 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. With respect to covenant number 2, "full replacement value" is hereby inserted. With respect to covenant number 7, "reasonable" is hereby inserted.

2. Trustor hereby grants to Beneficiary a security interest in any and all of the personal property and fixtures located on the Property in which a security interest can be granted under the Uniform Commercial Code, to secure the obligations under the Note. This Deed of Trust covers certain goods which are or are to become fixtures related to the Property, and constitutes a "fixture filing" with respect thereto, executed by Trustor as "debtor" and Beneficiary as "secured party." The addresses of the respective parties are set forth in the Note.

3. Any and all insurance policies required of Trustor shall expressly name Beneficiary as additional insured thereunder.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address of the Property.

Signature of Trustor

Signature: Richard D. Berg  
Richard D. Berg

Signature: Suzanne M. Berg  
Suzanne M. Berg



STATE OF NEVADA

} s.s.

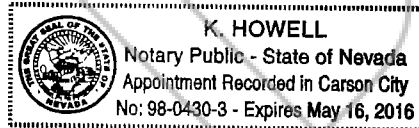
COUNTY OF Carson City

This instrument was acknowledged before me on

**December 10, 2013,**

by Richard D. Berg and Suzanne M. Berg.

Notary Public



COOPER



**EXHIBIT "A"**

**All that real property situated in the County of Douglas, State of Nevada, described as follows:**

**Lot 21 in Block R as set forth on the Final Map of SUNRIDGE HEIGHTS, PHASE 6A & 8A, a Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on May 1, 1995, Book 595, Page 1, as Document No. 361213 and by Certificate of Amendment recorded May 17, 1995, in Book 595, Page 2588, as Document No. 362268 and by Certificate of Amendment recorded August 17, 1995, in Book 895, at Page 816, as Document No. 367680.**

**Assessor's Parcel Number(s):  
1420-07-811-005**

