

23-

Doc Number: **0839071**

03/05/2014 01:50 PM

OFFICIAL RECORDS

Requested By

**GUILD, RUSSELL, GALLAGHER & FULLER**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

APN # 1320-33-210-072

Page: 1 of 10

Fee: \$ 23.00

Bk: 0314 Pg: 465



Deputy sd

**Recording Requested by:**

**Return To:**

John K. Gallagher, Esq.

**Name** Guild, Russell, Gallagher & Fuller, Ltd.

✓ **Address** PO Box 2838

( for Recorder's use only )

**City/State/Zip** Reno, NV 89505

DEED OF TRUST

**(Title of Document)**

I hereby affirm that this document submitted for recording does not contain a social security number.

Signed: *John K. Gallagher*

Print name & title: John K. Gallagher, Esq., Attorney at Law

**This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)**

**This cover page must be typed or printed.**

**Portion of APN: 1320-33-210-072**

WHEN RECORDED, RETURN TO:

JOHN K. GALLAGHER, ESQ.  
GUILD, RUSSELL, GALLAGHER  
& FULLER, LTD.  
P.O. Box 2838  
Reno, Nevada 89505

**DEED OF TRUST**

This DEED OF TRUST, made on February 12, 2014, by and between THE RANCH AT GARDNERVILLE 1, LLC, a Nevada limited liability company (as "Trustor"), WESTERN TITLE (as "Trustee"), and ALTON A. ANKER and SUSAN L. ANKER, husband and wife (hereinafter collectively referred to as "Beneficiary" and sometimes as "Lender"), whose mailing address is P.O. Box 995, Minden, Nevada 89423.

**WITNESSETH**

Trustor hereby grants, conveys, and confirms to Trustee, in trust with power of sale, a portion of the real property situate in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel Number 1320-33-210-072, as more particularly described on the attached Exhibit "A."

Together with all and singular the tenements, hereditaments, and the appurtenances thereto belonging or in any manner pertaining, and the reversions, remainders, rents, issues, and profits thereof, all water and water rights, ditch and ditch rights used in connection therewith, and all fixtures, landscaping, machinery, equipment, buildings, materials, appliances and goods of every nature whatsoever now or thereafter located in, or on, or used in connection with the property

together with all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, that Trustor now has or may hereafter acquire of, in and to the premises or any part thereof, with the appurtenances.

This conveyance is made in trust to secure the payment of the sum of One Hundred Twenty Thousand and No/100ths Dollars (\$120,000.00) on or before July 1, 2014, pursuant to the Second Amended and Restated Promissory Note of even date herewith executed by THE RANCH AT GARDNERVILLE, LLC, a Nevada limited liability company, as Maker, payable to the order of ALTON A. ANKER and SUSAN L. ANKER, husband and wife, the terms of which are incorporated herein by reference.

**AND THIS INDENTURE FURTHER WITNESSETH:**

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building to 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. Should Trustor sell, pledge, assign, convey, transfer, hypothecate, dispose of or further encumber said property, or any part thereof, or any interest therein, or agrees to do so, without

consent of Beneficiary being first obtained, then Beneficiary shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

3. Trustor shall pay when due all taxes, special taxes, assessments, charges (including water and sewer), maintenance, utilities, HOA fees, fines and impositions levied against or on account of the property, and shall pay when due all claims for work done on or for services rendered or material furnished to the property. Trustor shall maintain the property free of all liens having priority over or equal to the interest of Beneficiary under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Trustor shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the property.

4. Trustor agrees to pay and discharge all costs, fees and expenses incurred in connection with any default by Trustor.

5. 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 equal to or greater than the full replacement value of all buildings located on the property, with Lender named as an additional loss payee on such policy.

6. 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,

Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

7. 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 its 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 therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

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, 3, 4, 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.

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, whenever the context so requires, 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."

///

17. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nevada.

TRUSTOR:

THE RANCH AT GARDNERVILLE 1, LLC  
a Nevada limited liability company

By: Wealth Strategies by Bayliss & McAninch,  
Inc., Manager

By: Michael D Bayliss  
Michael D. Bayliss  
Its President

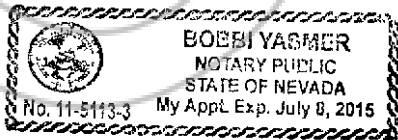
By: Wealth Strategies Development, Inc.,  
Manager

By: Carrie L McAninch  
Carrie L. McAninch  
Its President

STATE OF NEVADA )  
 ) ss.  
COUNTY OF Carson )

On this 12 day of February, 2014, Michael D. Bayliss, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he is the President of WEALTH STRATEGIES BY BAYLISS & MCANINCH, INC., a Nevada corporation, Manager of The Ranch at Gardnerville 1, LLC, a Nevada limited liability company, and who acknowledged to me that he executed the foregoing DEED OF TRUST on behalf of said company.

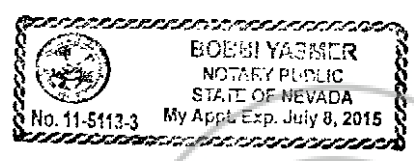
Bobbi Yasmer  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) ss.  
COUNTY OF Carson )

On this 12 day of February, 2014, Carrie L. McAninch, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she is the President of WEALTH STRATEGIES DEVELOPMENT, INC., a Nevada corporation, Manager of The Ranch at Gardnerville 1, LLC, a Nevada limited liability company, and who acknowledged to me that she executed the foregoing DEED OF TRUST on behalf of said company.

Bobbi Yasmer  
NOTARY PUBLIC





1829-006  
08/15/13  
Page 1 of 2

**EXHIBIT A  
DESCRIPTION  
THE RANCH AT GARDNERVILLE  
PHASES IIC-E  
(Over Portion A.P.N. 1320-33-210-072)  
FOR SECURITY PURPOSES ONLY**

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

A parcel of land located within portions of the Northeast one-quarter (NE) of Section 32 and the Northwest one-quarter (NW) of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the northeasterly corner of the Remainder parcel as shown on the Final Subdivision Map for The Ranch at Gardnerville, Phase IIA-1, recorded June 18, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 825569;

thence along the easterly line of said Remainder parcel, South 00°25'14" West, 505.00 feet to the POINT OF BEGINNING;

thence along the boundary of said Remainder parcel, the following courses:

South 00°25'14" West, 372.89 feet;

North 89°20'57" West, 98.90 feet

North 77°24'51" West, 47.00 feet;

Along the arc of a non-tangent curve to the right having a radius of 126.50 feet, central angle of 30°53'20", arc length of 68.20 feet, and chord bearing and distance of South 28°01'49" West, 67.38 feet;

South 43°28'29" West, 20.48 feet;

North 40°46'00" West, 88.14 feet;

South 51°48'58" West, 179.00 feet;

South 38°11'02" East, 14.26 feet;

South 51°48'58" West, 94.33 feet;

North 45°50'14" West, 10.74 feet;

South 40°51'10" West, 124.60 feet;

South 49°08'50" East, 29.42 feet;

South 40°51'10" West, 119.43 feet;

North 46°31'31" West, 278.60 feet;

North 61°51'07" West, 41.78 feet;

North 53°16'33" West, 451.59 feet;

North 36°43'27" East, 38.44 feet;

South 80°57'39" East, 172.21 feet;

1829-006  
08/15/13  
Page 2 of 2

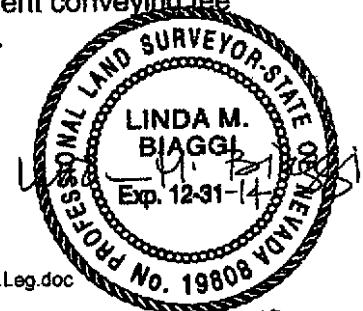
North 73°15'23" East, 45.56 feet;  
 Along the arc of a non-tangent curve to the right having a radius of 51.50 feet, central angle of 77°24'55", arc length of 69.58 feet, and chord bearing and distance of North 33°09'38" East, 64.41 feet;  
 Along the arc of a reverse curve having a radius of 15.00 feet, central angle of 64°20'23", arc length of 16.84 feet, and chord bearing and distance of North 39°41'54" East, 15.97 feet;  
 Along the arc of a reverse curve having a radius of 57.00 feet, central angle of 31°30'49", arc length of 31.35 feet, and chord bearing and distance of North 23°17'07" East, 30.96 feet;  
 North 39°02'31" East, 87.04 feet;  
 Along the arc of a curve to the right having a radius of 24.00 feet, central angle of 61°32'07", arc length of 25.78 feet, and chord bearing and distance of North 69°48'35" East, 24.55 feet;  
 North 10°34'38" East, 82.65 feet;  
 North 51°48'58" East, 33.80 feet;

thence North 61°32'53" East, 76.10 feet;  
 thence North 51°48'58" East, 104.00 feet;  
 thence South 38°11'02" East, 171.29 feet;  
 thence North 51°48'58" East, 67.82 feet;  
 thence South 89°42'55" East, 339.30 feet;  
 thence South 89°34'46" East, 47.00 feet;  
 thence South 00°25'14" West, 30.66 feet;  
 thence South 89°34'46" East, 95.00 feet to the POINT OF BEGINNING,  
 containing 12.17 acres, more or less.

The Basis of Bearing of this description is South 89°42'55" East, the north line of the Remainder parcel as shown on the Final Subdivision Map for The Ranch at Gardnerville, Phase IIA-1, recorded June 18, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 825569.

The above described parcel of land represents a portion of the Remainder parcel as shown on the Final Subdivision Map for The Ranch at Gardnerville, Phase IIA-1, recorded June 18, 2013 in the office of Recorder, Douglas County, Nevada as Document No. 825569 and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and local ordinance.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
 P.O. Box 2229  
 Minden, Nevada 89423



08.15.13