

DOC # 840001
03/25/2014 01:15PM Deputy: PK
OFFICIAL RECORD
Requested By:
eTRCo, LLC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-314 PG-4309 RPTT: 0.00



APN# : 1221-19-001-027

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 062753-TEA

When Recorded Mail To:
Evergreen Note Servicing
6121 Lakeside STE 150
Reno NV
89511

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 _____


Traci Adams

Escrow Officer

Long Form Deed of Trust and Assignment of Rents

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



A.P.N.: 1221-19-001-027
Escrow No.: 062753-TEA

RECORDING REQUESTED BY

**MAIL TAX STATEMENTS AND WHEN
RECORDED, MAIL TO**

Evergreen Note Servicing
6121 Lakeside, Ste. 150
Reno, NV 89511

THIS SPACE FOR RECORDER'S USE ONLY

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated **March 17, 2014**, between **John R. Burgman and Janice M. Burgman, husband and wife**, herein called **TRUSTOR**, whose address is 964 Springfield Drive, Gardnerville, NV 89460, **Western Title Company**, herein called **TRUSTEE**, and **Wallace D. Benton and Clara M. Benton, Trustees of The Benton Family Trust dated October 18, 1993** investing an undivided amount of **\$130,000.00** with **47.2727%** interest, **Margaret Lynn Forrester, Trustee of The Margaret Lynn Forrester Trust dated August 31, 2006** investing an undivided amount of **\$75,000.00** with **27.2727%** interest, **Steven J. White, Trustee of the White Minors Trust dated December 31, 1997** investing an undivided amount of **\$30,000.00** with **10.9091%** interest and **Barbara H. Cody, Trustee of the Barbara H. Cody Revocable Trust dated February 25, 2014**, investing an undivided amount of **\$40,000.00** with **14.5455%** interest, herein called **BENEFICIARY**.

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in the **County of Douglas, Nevada**, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

"DUE ON SALE" If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title of any interest therein in any manner of way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:



1. 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 which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be 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 law; 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. The Trustor agrees to pay and discharge all costs, fees, and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he 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.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes 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; 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.



9. 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 said note to Trustee for cancellation and retention 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". Seven years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).
10. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, directing Trustee to execute a written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby. Trustor agrees that any funds necessary to cure a default as set forth in the notice of default, must be presented to the Trustee in certified funds, or funds acceptable to said Trustee.
11. After such time as required by law shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. The place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
 - (b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at the time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Trustor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.
12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, and all such other sums then secured hereby, with accrued interest thereon at the current rate of interest as set forth in the Note and the remainder, if any, to the person or persons legally entitled thereto.
13. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
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.



- 15. Trustee accepts these Trusts 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 he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.
- 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, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.
- 17. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

John R. Burgman
John R. Burgman

Janice M. Burgman
Janice M. Burgman

STATE OF NEVADA

COUNTY OF DOUGLAS

ON March 24, 2014 BEFORE ME, Traci E. Adams A NOTARY PUBLIC, PERSONALLY APPEARED: John R. Burgman and Janice M. Burgman KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR ON THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL

Traci E. Adams
NOTARY PUBLIC

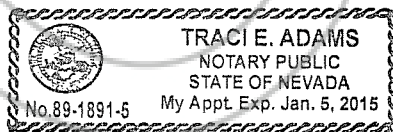




Exhibit "A"

Beneficiaries/Loss Payees

Wallace D. Benton and Clara M. Benton, Trustees of The Benton Family Trust
dated October 18, 1993
P.O. Box 18842
South Lake Tahoe, CA 96151

Margaret Lynn Forrester, Trustee of The Margaret Lynn Forrester Trust dated
August 31, 2006
424 Marble Cove Way
Seal Beach, CA 90740

Steven J. White, Trustee of the White Minors Trust dated December 31, 1997
1201 Waterloo Lane
Gardnerville, NV 89460

Barbara H. Cody, Trustee of the Barbara H. Cody Revocable Trust dated
February 25, 2014
430 Abbey Street
Winters, CA 95694



EXHIBIT "A"

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

A portion of Lots 13 and 14 in Block A as set forth on the Official Plat of DRY CREEK ESTATES PUD #99-10, filed in the office of the Douglas County Recorder on October 19, 2001, in Book 1001, Page 6820, as Document No. 525771, Official Records, more particularly described as follows:

A parcel of land within the NW 1/4 of Section 19, T.12 N., R.21 E., M. D. B. & M. and more particularly described as follows:

Commencing at the W 1/4 corner of Section 19, T.12N., R.21E., M.D. B. & M. which is marked by a 5/8" rebar with cap stamped PLS 3209 in a well monument within Arabian Lane which is the southwest corner of the Parcel and the TRUE POINT OF BEGINNING: thence N00°02'40"W a distance of 25.41 feet to a 5/8" rebar with cap stamped PLS 6200; thence N00°09'28"E a distance of 170.79 feet to a 5/8" rebar with cap stamped PLS 14346; thence N66°38'52"E a distance of 427.75 feet to a 5/8" rebar with cap stamped PLS 14346 on the southerly right-of-way line of Mule Court; thence along said right-of-way line, along a curve to the left, with a radius of 60.00 feet, with a tangent bearing of S23°28'53"E, through a central angle of 40°58'41", an arc distance of 42.91 feet to a 5/8" rebar with cap stamped PLS 3090; thence S 15°33'00"W a distance of 146.81 feet to a 5/8" rebar with cap stamped PLS 3090; thence S09°12'37"W a distance of 46.15 feet to a 5/8" rebar with cap stamped PLS 3090; thence S11°21'16"E a distance of 140.93 feet to a 5/8" rebar with cap stamped PLS 3090: thence S88°35'22"W a distance of 50.37 feet to a 5/8" rebar with cap stamped PLS 14346: thence S88°27'56"W a distance of 216.61 feet to a 5/8" rebar with cap stamped PLS 3209; thence S88°36'13"W a distance of 136.48 feet to the TRUE POINT OF BEGINNING.

The basis of bearings for the above description is a line between the NE corner of Lot 13 and the NW corner of Lot 14 of Dry Creek Estates, Document No. 525771, of official records of Douglas County, Nevada. Said line bears S72°22'09"W.

Said land is shown as Lot 14 on that certain Record of Survey Map to Support a Boundary Line Adjustment between APN 1221-19-001-025 & 1221-19-001-024 for DAVID AND BEVERLY KING & MILTON AND BONNIE WASHINGTON recorded in the office of the Douglas County Recorder, State of Nevada, on March 28, 2012 in Book 0312, Page 6915, as Document No. 799766, Official Records, and that certain



Certificate of Amendment recorded in the office of the Douglas County Recorder, State of Nevada, on May 3, 2012 in Book 0512, Page 750 as Document No. 801837, Official Records.

NOTE: The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant Deed recorded in the office of the County Recorder of Douglas County, Nevada on April 19, 2012, as Document No. 800967, in Book 412, Page 4788, and re-recorded on May 7, 2012, as Document No. 802002, in Book 512, Page 1568, of Official Records.

**Assessor's Parcel Number(s):
1221-19-001-027**

