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OFFICIAL RECORDS

Requested By  
**LEVERTY & ASSOCIATES**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 8 Fee: \$ 21.00

Bk: 0514 Pg: 4121



Deputy: ar

**Recording Requested by:**

Name: Leverly & Associates Law

Address: 832 Willow St.

City/State/Zip: Reno, NV 89502

**When Recorded Mail to:**

Name: Leverly & Associates Law

Address: 832 Willow St.

City/State/Zip: Reno, NV 89502

( for Recorder's use only )

DEED OF TRUST WITH ASSIGNMENT OF RENTS

**( Title of Document )**

**Please complete Affirmation Statement below:**

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

**-OR-**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

*Jess P. Rinchart*

Signature

Title

Jess P. Rinchart  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

APN  
After recording return to  
Leverty & Associates Law, Chtd.  
832 Willow Street  
Reno, NV 89502

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(CONTAINS AN ACCELERATION CLAUSE)

THIS DEED OF TRUST, made this 1<sup>st</sup> day of July, 1987, between Ray W. Exley, M.D., here in called "Borrower", VERNON E. LEVERTY, hereby called "Trustee", and ATHENA MEDICAL GROUP, INC., DEFINED BENEFIT PENSION PLAN TRUST CHTD., herein called Beneficiary.

WITNESSETH: That Borrower grants to Trustee-in trust, with power of sale, that property located in the County of Douglas, State of Nevada, described as follows:

All that real property situate in the Southwest one-quarter of the Northwest one-quarter of Section 25, Township 13 North, Range 18 East, M.D.M. Douglas County Nevada, described as follows:

Beginning at a point from which the West one-quarter corner of said Section 25 bears South 29° 12' West 1347.78 feet; thence North 0° 05' West 132.00 feet to the Southwest corner of Lot 13, Kingsbury Palisades, recorded September 18, 1962, Document #20864; thence along the South line of said Lot 13, South 89° 43' 04" East 100.00 feet; thence South 131.68 feet; thence North 89° 54' West 99.81 feet to the Point of Beginning. Containing 13,171 square feet, more or less.\*

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and supply such rents, issues and profits.

\* Per NRS 111.312, this legal description was previously recorded at Document No. 50957, Book 1180, Page 1380 on November 20, 1980.

For the purposes of securing one (1) payment of the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00 ) with interest there on according to the terms of a promissory note dated July 1, 1987 and signed on July 2, 1897 herewith made by Borrower, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Borrower incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be lent to Borrower, or to his successors or assigns, when evidenced by a promissory notes reciting that they are secured by this Deed of Trust.

Should either of the Trustors sell, transfer, alienate or convey the real property described herein, or any portion thereof, or any interest therein, or shall be divested of his or her title or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby, irrespective of the4 maturity dates expressed in any Notes evidencing the same, immediately due and payable, without demand or notice.

To protect the security of this Deed of Trust, and with respect to the property above described, 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 workmanlike manner any building which may be constructed there on, and to pay when due all claims for labor formed and materials furnished there of; 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 sped fie enumerations herein not excluding the general.

2. 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 of Trustee of Declaration of Default and Demand for sale, as herein 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 there of may be released to the Borrower. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

4. 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 claims form against said premises, or any part thereof are 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 of any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply to release such moneys received by him in the same manner and with the same effect as herein provide for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any part hereto of any pending sale hereunder or of action or proceeding of any kind in which Borrower, 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 to pay.

8. Trustee may, at any time, or from time to time, without liability thereof and without notice upon written request of Beneficiary and presentation of this Deed of Trust and that notes secured hereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effects of the Deed of Trust upon the remainder of said property reconvey any part of said property, consent to writing to the making of any 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 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 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 entitled thereto". Five (5) years after issuance of such full reconveyance, trustee shall destroy said note and this Deed

(unless directed in such request to retain them).

- (a) Should default be made by Trustors in payment of any 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, and of 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.

10. After three (3) months 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 this Deed of Trust, having first given notice of such sale as then required by law.

- (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 as its sole discretion, at a public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchasers a deed conveying the property so sold, but without covenant or warranty, express or implied, Borrower hereby agrees to surrender, immediately and without demand, possession of said

property to such purchasers.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expense of Trustee and these Deed of Trust, 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 with accrued interest at the rate of twelve percent (12%) per annum; all other sums then secured hereby, and the remainder, if any, to any, to the person or persons legally entitled thereto.

12. The Beneficiaries or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting here under, which instrument, executed and acknowledge by Beneficiary, and recorded in the Office of the County Recorder of the County wherein said property is situated, shall be conclusive proof of the proper substitution of such successors or trustee, who shall have all the estate, power, duties and trusts in the premises vested in or conferred on the original Trustee. If there is 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 the Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the and the authority of such sole Trustee act.

13. 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.

14: 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 Trustees and Beneficiary herein, their successors or assigns.

15. 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.

16. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (12%); 5; 6; 8; of NRS 107.030 - are hereby adopted and made a part of this Deed of Trust.

The undersigned Borrower request that a copy of any default and any notice sale hereunder, be mailed to the following address:

Ray W. Exley, M.D.  
9504 Highridge Place  
Beverly Hills, California 90210

Ray W. Exley, M.D.

STATE OF CALIFORNIA )  
  ) ss  
COUNTY OF LOS ANGELES )

On this 8<sup>th</sup> day of May, 2014, before me a Notary Public, personally appeared Ray W. Exley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. I declare under penalty of perjury that the person whose name is subscribed to this instrument appears to be of sound mind and under no duress, fraud, or undue influence.



Notary Public, State of California