

Requested By:
Stewart Title of Nevada Re
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-614 PG-2702 RPTT: 0.00



A.P.N.: 1022-14-001-038,
1022-22-000-008, 1022-22-000-
007, 1022-22-000-006, 1022-
22-000-005, 1022-22-000-009,
1022-22-000-010, 1022-22-000-
011, 1022-22-000-012, 1022-
14-002-005, 1022-14-002-003,
1022-23-000-004, 1022-23-000-
003, 1022-23-000-005, and
1022-23-000-006

When recorded mail to:

First Financial Bank
4000 Smith Road, Suite 400
Cincinnati, Ohio 45209
Attn: Fred L. Darlington

ACCOMMODATION ONLY

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS (the "Deed of Trust"), is made as of this 21st day of May, 2012, between Evan L. Allred, DMD ("Trustor"), whose address is 913 North Mountain Street, Carson City, Nevada 89703, First American Title Insurance Company ("Trustee"), whose address is 2490 Paseo Verde Pkwy, Ste. 100, Henderson, NV 89074, and First Financial Bank, National Association, a national banking association ("Beneficiary"), whose address is 100 City Parkway, Las Vegas, Nevada 89106.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that certain real property more particularly described as follows:

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Parcels 6 through 17 inclusive, and Parcels 31, 32 inclusive, and Parcel 41, as set forth on that certain map entitled Division of Lands into large parcels for Evan L. Allred, filed for record in the Office of the County Recorder of Douglas County, Nevada, on April 26, 1993, Book 493, Page 4737, Document No. 305536, Official Records (the "Property").

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 apply such rents, and profits.

For the purposes of securing (1) payment of the sum of One Million, One Hundred Thousand Dollars (\$1,100,000.00), together with interest thereon, according to the terms of that certain Promissory Note, Loan No. 702016250, dated as of February 3, 2006, made by Trustor, payable to order of Beneficiary (the "2006 Note"); (2) payment of the sum of One Million, Two Hundred Thousand Dollars (\$1,200,000.00), together with interest thereon, according to the terms of that certain Promissory Note, Loan No. 702348410, dated as of October 29, 2007, made by Trustor, payable to order of Beneficiary (the "2007 Note," and, together with the 2006 Note, the "Notes");



(3) the performance of the Notes, this Deed of Trust, and all other documents, agreements and certificates evidencing, governing, guarantying or securing, or executed in connection with, the loans made pursuant to the Notes, each of which is incorporated herein by reference; (4) the payment and performance of any other promissory note, deed of trust, security agreement, or other document or agreement entered into by and between Trustor and Beneficiary, and (5) payment of any additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, by Beneficiary, when evidenced by a promissory note or notes and reciting that such additional sums and interest are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the following agreements, and agrees to perform and be bound by each and all of the following terms and provisions, and it is mutually agreed that each and all of the following terms and provisions shall inure to and bind the parties hereto, with respect to the property above described.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereof; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust 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 and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay at least ten (10) days before delinquency, taxes and assessments affecting the Property, including any assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior thereto, and all costs, fees and expenses of this trust. To not permit or suffer the filing of any mechanics', materialmen's, or other liens against the Property, any part thereof, any interest therein, or the revenue, rents, issues, income or profits arising therefrom, and to discharge the same of record within ten (10) days after the same shall have been filed. Should Trustor fail to make any payment or to do any act as herein provided,



then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may, at Trustor's expense, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten percent (10%) per annum.

B. *IT IS MUTUALLY AGREED:*

1. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That 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 or all other sums so secured or to declare default for failure so to pay.

3. That 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 for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to the making of any map of plat thereof; or join in granting any agreement subordinating the lien or charge hereof.

4. That upon Seller's receipt of the balance of the Notes, the Property shall be released from this Deed of Trust, and Beneficiary shall take all actions reasonable or necessary to cause Trustee to record a release or reconveyance of such Lot within thirty (30) days. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of such rents, issues and profits, including those past due and unpaid, apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesuch, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.



6. That upon default by Trustor (i) in payment of any indebtedness secured hereby, (ii) in performance of any agreement hereunder, or (iii) in performance of any other promissory note, deed of trust, security agreement, or any other document or agreement between Trustor and Beneficiary, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Notes, and all documents evidencing expenditures secured hereby. After the lapse of such time as may be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell the Property, or any part thereof, at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by such sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above. Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this Deed of Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. Notwithstanding anything contained herein to the contrary, a default by Trustor under this Deed of Trust shall constitute a default under each other promissory note, deed of trust, security agreement, or any other document or agreement between Trustor and Beneficiary.

7. That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of Trustee hereunder and under Nevada law. Such instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the document or file number under which this Deed of Trust is recorded, and the name and address of the new Trustee. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

8. The following covenants: Nos. 1, 2 (amount equal the total indebtedness secured by this Deed of Trust), 3, 4 (eighteen percent (18%)) 5, 6, 7, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

9. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, in equity or otherwise, and all rights and remedies granted hereunder or permitted by law, in equity or otherwise shall be concurrent and cumulative. A violation of any of the



covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

10. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

11. That 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. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. 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.

12. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, beneficiary or Trustee shall be a party unless brought by Trustee.

13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provision of the covenants hereinabove adopted by reference.

14. Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

15. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

[Signature appears on following page]

