The undersigned hereby affirm that this document submitted for recording does not contain personal information of any person or persons.

A.P.N. 1022-14-001-038, 1022-14-001-021, 1022-14-001-022, 1022-14-002-003, 1022-14-002-001, 1022-14-002-001, 1022-14-002-006, 1022-14-002-006, 1022-14-002-005, 1022-15-002-013, 1022-15-002-012, 1022-15-002-015, 1022-15-002-016, 1022-15-002-015, 1022-15-002-014, 1022-15-002-015, 1022-15-002-018, 1022-15-002-017, 1022-22-000-003, 1022-22-000-002, 1022-22-000-001, 1022-22-000-004, 1022-23-000-004, 1022-23-000-003, 1022-23-000-001

DOC # 845883
07/08/2014 03:19PM Deputy: SG
 OFFICIAL RECORD
 Requested By:
Stewart Title - Carson
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-714 PG-1703 RPTT: 0.00

When Recorded Return to: Scott J. Heaton Post Office Box 605 Carson City, NV 89702

## DEED OF TRUST

THIS DEED OF TRUST, made this 3rd day of July, nevada Corporation, Nevada Corporation hereinafter called "TRUSTOR" and whose address is c/o Rutledge Law Center, Ltd., 320 North Carson Street, Carson City, Nevada 89701 and STEWART TITLE COMPANY, hereinafter called "TRUSTEES", and JRTJ, LLC, a Nevada Domestic Limited Liability Company, hereinafter called "BENEFICIARY", whose address is c/o P.O. Box 605, Carson City, NV 89702.

## WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Douglas County, Nevada, described as follows to wit:

SEE EXHIBIT "A" ATTACHED HERETO.



Together with 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, issues and profits.

For the purpose of securing (1) payment of the sum of \$5,000,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated by reference or contained therein.

TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the said Trustee, and it its successors and assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUST, HEREINAFTER DECLARED, that is to say:

1. To keep said 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 therefor; to comply with all laws affecting said 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 said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which

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from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

- Trustor covenants to keep all buildings that may now or at any time be on said 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, or to collection agent of 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.
- 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.
- To pay at least ten (10) days before delinquency all assessments affecting said property, including taxes and



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assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

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: 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 said 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 in which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- 5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at 4% per annum.
- That if the Trustor shall sell, convey or alienate said property, or any part thereof, or shall enter into any agreement for the same, or any interest therein, or shall be divested of title in any manner or way, whether voluntary or

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involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any notice evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. In the event the Trustor sells or otherwise disposes of the property the subject hereof and Beneficiary does not accelerate the indebtedness secured hereby, the new owner shall assume all obligations of this Deed of Trust and the obligations which it secures.

- That any award of damages in connection with any condemnation for public use of or injury to said 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.
- That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said 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 Upon any such default, Beneficiary may at any time payable. without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take



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possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and 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 said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

- 9. The following covenants, Nos. 1, 2 (amount of insurance on improvements shall be at least the sum of \$\frac{N/A}{2}\$, 3, 4 (interest 4%), 5, 6, 7 (counsel fees 5%), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.
- 10. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.
  - 11. The Trusts created herein are irrevocable.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to it at its address hereinbefore set forth.

IN WITNESS WHEREOF, the Trustor has hereunto caused its execution of this Deed of Trust the day and year first above written.

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PARK LIXISTOCK CO

David Park, President

STATE OF NEVADA SS.

CARSON CITY

, 2014, before me, a notary public,

personally appeared David Park personally known to me to be the person whose name is subscribed to the above instrument, and in his capacity as such, acknowledged that he executed the instrument.

LIZ SVENNINGSEN lotary Public State of Nevada No. 94-5087-12 My Appt. Exp. June 27, 2018

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## LEGAL DESCRIPTION

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

Parcels 14 through 41, inclusive 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.

EXCEPTING THEREFROM a portion of Parcel 40 described as follows:

Commencing at the North 1/4 corner of aforesaid Section 14; thence along the East line of aforesaid Northeast 1/4 of the Northwest 1/4 of Section 14, South 00°26'30" West a distance of 323.53 feet to a point on the Southerly right-of-way line of State Route 208, which point is the TRUE POINT OF BEGINNING; thence continuing along said line South 00°26'30" West a distance of 807.55 feet; thence leaving said line; North 89°33'30" West a distance of 700.00 feet; thence North 00°26'30" East a distance of 551.24 feet to a point on the aforesaid Southerly right-of-way line of State Route 208; thence along said line which is a curve to the right whose radius point bears South 21°47'55" East a distance of 9,927.25 feet, with a central angle of 04°18'10", an arc length of 745.52 feet and whose chord bears North 70°21'10" East a distance of 645.35 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded April 22, 1994, in Book 494, Page 4260, as Document No. 335783, and Record of Survey in Support of a Boundary Line Adjustment recorded October 18, 2001 in Book 1001, at Page 5979, as Document No. 525551.

## Assessor's Parcel Numbers:

1022-14-001-021, 022, 038 1022-14-002-001, 002, 003, 005, 006, 007, 008 1022-15-002-012, 013, 014, 015, 016, 017, 018 1022-16-002-105 1022-22-000-001, 002, 003, 004, 005, 006 1022-23-000-001, 002, 003, 004

The above description was obtained from Document No. 804442.