

22-

APN: 1418-34-401-006
1418-34-401-007
1418-34-401-008

DOUGLAS COUNTY, NV 2015-860519
Rec:\$22.00
Total:\$22.00 04/17/2015 03:04 PM
AVANSINO MELARKEY ETAL Pgs=9



KAREN ELLISON, RECORDER

WHEN RECORDED RETURN TO:

Mark W. Knobel, Esq.
Avansino, Melarkey, Knobel,
Mulligan & McKenzie
4795 Caughlin Parkway, Suite 100
Reno, Nevada 89519

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

DEED OF TRUST

This Deed of Trust is effective as of March 31, 2014, among CAROL NAN MEHRTENS, Trustee of the ANDREA L. PRIM 2003 IRREVOCABLE TRUST dated June 27, 2003 "Trustor", MARCH 31, 2017, as "Trustee", and CAROL NAN MEHRTENS, Trustee of the CAROL NAN MEHRTENS TRUST AGREEMENT dated October 11, 1994, as amended, as "Beneficiary".

ARTICLE I

Purpose

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property described in **Exhibit "A"** attached to this Deed of Trust, hereafter referred to as the "subject property," together with the rents, issues, and profits thereof, for the purpose of securing the following:

1. Payment of indebtedness evidenced by a Promissory Note dated March 31, 2014 in the principal sum of an amount of Eight Hundred Eighty Thousand and 00/100 Dollars (\$880,000.00), bearing interest on the principal balance at 1.84% interest rate per annum, payable to the Beneficiary of this Deed of Trust, together with any extensions, renewals or modifications thereof.
2. Performance and discharge of each obligation, covenant, and agreement of Trustors contained in this Deed of Trust and in any security agreement, assignment of lessor's interest in leases, or other instruments of security executed by Trustors as of the same date of this Deed of Trust or at any time subsequent to the date of this Deed of Trust for the purpose of further securing any indebtedness secured by this Deed of Trust, or any further advancements or additional

loans of any sums hereafter made by Beneficiary to Trustors during the continuance of this Deed of Trust and secured hereby, or for the purpose of supplementing or amending this Deed of Trust, or any instrument secured hereby.

ARTICLE II

Covenants of Trustors

1. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the subject property; to comply with all laws affecting subject property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to suffer, or permit any acts upon subject property in violation of any law, covenant, condition, or restriction affecting subject property; to maintain subject property in a good state of repair and not to make any alteration to subject property which would in any way reduce or impair its value.

2. Trustor covenants and agrees 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 attorneys' fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3. Trustor covenants and agrees to pay all reconveyance fees charged by the Trustee at the time of payment of the indebtedness secured by this Deed of Trust.

4. Trustor covenants and agrees that if the subject property or any interest therein shall be sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, Beneficiary, at their sole option, may declare all sums secured hereunder immediately due and payable.

5. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (full insurable value), Covenant No. 3, Covenant No. 4 (interest, fifteen percent [15%]), Covenant No. 5, Covenant No. 6, Covenant No. 7 (counsel fees, ten percent [10%]), Covenant No. 8, and Covenant No. 9.

ARTICLE III

Covenants of Trustor and Beneficiary

1. Any award of damages in connection with any condemnation for public use of or injury to such property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys received by them upon any 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.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. Trustor and Beneficiary covenant and agree that if the subject property or any portion thereof is sold, transferred or conveyed, the Trustor shall pay to Beneficiary the lesser of (i) the net sales proceeds, after payment of Trustor's expenses, the Promissory Note secured by the prior Deed of Trust against the property, and (ii) the then remaining unpaid principal balance of the Promissory Note secured hereby, together with all accrued and unpaid interest, and Beneficiary shall execute all documents necessary to release the property sold from the lien of this Deed of Trust.

ARTICLE IV

Default

1. Any of the following shall constitute a default under the terms of this Deed of Trust.

(a) Failure to pay any of the installments required by the Promissory Note secured by this Deed of Trust.

(b) Failure to perform any of the covenants contained in Article II of this Deed of Trust.

(c) The default under any of the terms of any Deed of Trust to which this Deed of Trust is subject and subordinate.

2. Upon any default, the Beneficiary may, at their option, declare the full amount of the indebtedness evidenced by the Promissory Note immediately due and payable even though the time of maturity as expressed in the Promissory Note may not have arrived, and the Beneficiary shall be entitled to enter upon and take possession of the subject property, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof, and to rent or lease the same or any part thereof for such rental, term and upon such conditions as they consider necessary or proper, and to collect and receive the rents, issues, and profits thereof as additional security.

The rights and remedies expressly granted by the terms of this Deed of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed of Trust or permitted by law shall be concurrent and cumulative.

ARTICLE V

Miscellaneous

1. Trustee is not obligated to notify any party to this Deed of Trust of any 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.

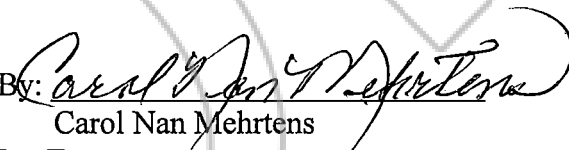
2. The benefits of the covenants, terms, conditions, and agreements contained in this Deed of Trust shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors, and assigns of the parties hereto.

3. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Note secured hereby, whether or not named as a Beneficiary herein, or, if the Note has been pledged, the pledgee thereof.

4. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

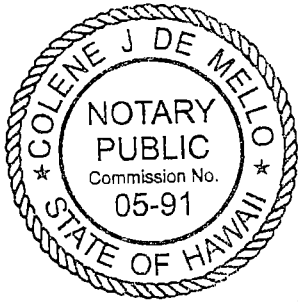
The Trustor has executed this Deed of Trust effective on the date and year first above written.

ANDREA L. PRIM 2003 IRREVOCABLE TRUST
Dated June 27, 2003

By: 
Carol Nan Mehrtens
Its: Trustee

STATE OF Hawaii)
)ss.:
COUNTY OF Hawaii)

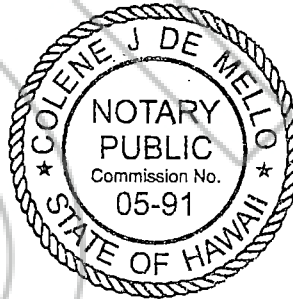
This instrument was acknowledged before me on March 9, 2015 by Carol Nan Mehrrens, Trustee of the Andrea L. Prim 2003 Irrevocable Trust dated June 27, 2003.



Colene J. De Mello
Notary Public
Colene J. De Mello
My Commission Expires 2/20/2017

NOTARY CERTIFICATION
Doc. Date: u/d # Pages: 9
Name: Colene J. DeMello Third Circuit
Doc. Description: Deed of Trust

Colene J. De Mello _____
Notary Signature Date



SCHEDULE A

**APN: 1418-34-401-006
1418-34-401-007
1418-34-401-008**

COPY

DESCRIPTION SHEET

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1:

That portion of the Southwest Quarter of Section 34, Township 14 North, Range 18 East, M.D.B. & M., in the County of Douglas, State of Nevada, that is particularly described as follows:

COMMENCING at the South Quarter Section corner of said Section 34; thence North $23^{\circ}05'20''$ West (recorded as North $23^{\circ}05'07''$ West, a distance of 595.03 feet), a distance of 594.93 feet, to a point on the Westerly right-of-way line of U. S. Highway 50, at the North-easterly corner of the property conveyed to Ellen Eccles Harrison by Deed recorded September 1, 1960 in Book 3 of Official Records at Page 499, Douglas County, Nevada Records; thence North $89^{\circ}56'12''$ West along the North line of said Harrison property, a distance of 512.48 feet to a point in the centerline of a 20.0 foot wide roadway right-of-way as described in Book 9 of Official Records at Page 225, Douglas County, Nevada Records, the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING North $89^{\circ}56'12''$ West along the North line of said Harrison property, a distance of 89.19 feet, to a point on the meander line of Lake Tahoe, being the North-westerly corner of said Harrison property; thence North $38^{\circ}24'15''$ East along said meander line, a distance of 22.47 feet to an angle point; thence continuing along said meander line North $19^{\circ}47'12''$ West, a distance of 95.86 feet; thence South $85^{\circ}56'12''$ East, a distance of 313.49 feet to a point in the centerline of a 20.0 foot wide roadway right-of-way as described in Book 9 of Official Records at Pages 224, 225 and 226, Douglas County, Nevada Records; thence along the centerline of said roadway South $47^{\circ}23'50''$ West, a distance of 114.00 feet to an angle point; thence South $76^{\circ}00'00''$ West along said centerline, a distance of 125.30 feet to the TRUE POINT OF BEGINNING.

Said parcel also shown as Parcel 2A on the Record of Survey recorded December 22, 1971 in Book 94 of Official Records, at Page 614, Douglas County, Nevada.

Assessment Parcel No. 03-210-04

Together with the right to use in common with others so entitled that right-of-way described in Document dated May 2, 1957, recorded in the office of the Recorder of Douglas County, Nevada on May 7, 1957 in Book C-1 of Deeds, at Page 371 and as described in Book 9 of Official Records, at Pages 224, 225, 226 and 227, Douglas County, Nevada Records, for the purpose of ingress and egress to and from the above described parcel of real property.

PARCEL 2:

That portion of the Southwest quarter of Section 34, Township 14 North, Range 18 East, M.D.B. & M., in the County of Douglas, State of Nevada, that is particularly described as follows:

COMMENCING at the South quarter Section corner of said Section 34; thence North 23°05.'20" West (recorded as North 23°05'07" West, a distance of 595.03 feet), a distance of 594.93 feet, to a point on the Westerly right-of-way line of U. S. Highway 50, at the Northeasterly corner of the property conveyed to Ellen Eccles Harrison by deed recorded September 1, 1960 in Book 3 of Official Records at Page 499, Douglas County, Nevada Records; thence North 89°56'12" West along the North line of said Harrison property, a distance of 171.80 feet; to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING and continuing along the North line of said Harrison property North 89°56'12" West, a distance of 340.68 feet to a point in the centerline of a 20.0 foot wide roadway right-of-way as described in Book 9 of Official Records at Page 225, Douglas County, Nevada Records; thence along said roadway centerline North 76°00'00" East, a distance of 125.30 feet to an angle point; thence continuing along said centerline North 47°23'50" East, a distance of 114.00 feet to a point in the centerline of the roadway right-of-way as described in Book 9 of Official Records at Pages 224 and 226, Douglas County, Nevada Records; thence South 89°56'12" East along said centerline, a distance of 135.00 feet; thence South 00°03'48" West, a distance of 107.79 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 03-210-05

TOGETHER WITH the right to use, in common with others so entitled, that right-of-way described in document dated May 2, 1957, recorded in the office of the Recorder of Douglas County, Nevada on May 7, 1957 in Book C-1 of Deeds, Page 371 and as described in Book 9 of Official Records at Pages 224, 225, 226 and 227, Douglas County, Nevada Records for the purpose of ingress and egress to and from the above described parcel of real property.

PARCEL 3:

That portion of the Southwest quarter of Section 34, Township 14 North, Range 18 East, M.D.B. & M., in the County of Douglas, State of Nevada, that is particularly described as follows:

COMMENCING at the South quarter Section corner of said Section 34; thence North 23°05'20" West (recorded as North 23°05'07" West, a distance of 595.03 feet), a distance of 594.93 feet, to a point on the Westerly right-of-way line of U. S. Highway 50, at the Northeasterly corner of the property conveyed to Ellen Eccles Harrison by deed recorded September 1, 1960 in Book 3 of Official Records at Page 499, Douglas County, Nevada Records, the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING North 89°56'12" West along the North line of said Harrison property, a distance of 171.80 feet; thence North 00°03'48" East, a distance 107.79 feet to a point in the centerline of a 20.0' foot wide roadway right-of-way as described in Book 9 of Official Records at Pages 224 and 226, Douglas County, Nevada Records; thence South 89°56'12" East along said right-of-way centerline, a distance of 150.00 feet to a point in the Westerly right-of-way line of U. S. Highway 50; thence South 11°22'15" East along said Westerly right-of-way line, a distance of 109.97 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel No. 03-210-06

TOGETHER WITH the right to use, in common with others so entitled, that right-of-way described in document dated May 2, 1957, recorded in the office of the Recorder of Douglas County, Nevada on May 7, 1957 in Book C-1 of Deeds, Page 371 and as described in Book 9 of Official Records at Pages 224, 225, 226 and 227, Douglas County, Nevada Records for the purpose of ingress and egress to and from the above described parcel of real property.