

APN: 1220-08-812-026

When Recorded Please Mail To:

Handelin Law, Ltd.

P.O. Box 4568

Carson City, NV 89702

Mail Tax Statements To:

Ridgeline Development, LLC

P.O. Box 21815

Carson City, Nevada 89721



00014878201508630160090090

KAREN ELLISON, RECORDER

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

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, hereinafter referred to as the "Deed of Trust" made and entered into this 1st day of May, 2015 by and between Ridgeline Development, LLC, a Nevada Limited Liability Company, whose address is P.O. Box 21815, Carson City, Nevada 89721, hereinafter referred to as the "Debtor", and Handelin Law, Ltd., hereinafter referred to as "Trustee", and Nevada Brown, LLC, whose address is 500 N. Mountain Street, Carson City, NV 89703, hereinafter referred to as the "Beneficiary", hereby agree as follows:

WITNESSETH

WHEREAS, Debtor is indebted to Beneficiary evidenced by a Promissory Note of even date herewith in favor of the Beneficiary, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

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Promissory Note in the amount of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00) payable in with the full amount being due and payable on May 1, 2016.

WHEREAS, Debtor executed the Promissory Note and Construction Loan Agreement dated May 1, 2015 (“Loan Agreement”) for the purpose of providing labor and materials to construct certain improvements (“Improvements”) to certain property as described below in “**Exhibit A**”.

WHEREAS Debtor desire to secure prompt payment of:

- a. the indebtedness described above according to its terms and any extensions thereof,
- b. any additional and future advances with interest thereon which the Beneficiary may make to Debtor as provided in Section 1,
- c. any other indebtedness which Debtor may now or hereafter owe to the Beneficiary as provided in Section 2 and
- d. any advances with interest which the Beneficiary may make to protect the Property herein conveyed as provided in Sections 3, 4, 5 and 6 all being herein referred to as the “Indebtedness”.

NOW THEREFORE, In consideration of the indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the Property described below in “**Exhibit A**” situated in the County of Douglas, State of Nevada together with all Improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, all being herein referred to as the “Property”.

THIS CONVEYANCE, HOWEVER, IS IN TRUST (subject to the covenants, stipulations and conditions below), to secure prompt payment of all existing and future indebtedness due by Debtor to Beneficiary under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Section 9 then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of

Beneficiary, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Beneficiary, sell the Property conveyed, or a sufficiency thereof, to satisfy the indebtedness in accordance with the laws of Nevada in which the Property is located.

Should Beneficiary be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Section 9 and request Trustee to sell the Property. Beneficiary shall have the same right to purchase the Property at the foreclosure sale, as would a purchaser who is not a Party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to the Trustee; then the indebtedness due Beneficiary by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Beneficiary may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Beneficiary and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Beneficiary. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors. However, on all transactions covered by Truth in Lending, when Debtor's notes, debts, obligations and liabilities to Beneficiary (in any form) arising out of existing, concurrent and future credit granted by Beneficiary are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.

2. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Beneficiary with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such indebtedness may be evidenced by note, open account, overdraft, endorsement, and guaranty or otherwise. However, on all transactions covered by Truth in Lending, when Debtor's notes, debts, obligations and liabilities to Beneficiary (in any form) arising out of existing, concurrent and future credit granted by Beneficiary are secured by this Deed of Trust, it will be so indicated on the document that evidences the transaction. Therefore this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.
3. Debtor shall keep all improvements on the Property herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Beneficiary may reasonable require in such amounts as Debtor may determine but for not less than the indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Beneficiary, shall include standard loss payable clauses in favor of Beneficiary and shall be delivered to Beneficiary, Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Beneficiary the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Beneficiary shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Beneficiary who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Beneficiary as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.
4. Debtor shall pay all taxes and assessments, general or special, levied against the Property

or upon the Interest of Trustee or Beneficiary therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Beneficiary the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Beneficiary shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Beneficiary may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Beneficiary's interest in the Property. Beneficiary shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs. Should the purpose of the primary indebtedness for which this Deed of Trust is given as security is for construction of Improvements on the Property herein conveyed, Beneficiary shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Beneficiary determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Beneficiary shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Beneficiary.
6. Any sums advanced by Beneficiary for Insurance, taxes, repairs or construction as provided in Sections 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Beneficiary, with interest at the rate specified in the note representing the primary indebtedness, within THIRTY (30) days following written demand for payment sent by Beneficiary to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Beneficiary has made payment shall serve as conclusive evidence thereof.
7. As additional security Debtor hereby assigns to Beneficiary all rents accruing on the

Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Section 9. In the event of default, Beneficiary in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

8. This Deed of Trust may not be assumed by any buyer from Debtor. Any attempted transfer of any interest in this Property (including, but not limited to possession) will constitute a default and Beneficiary may accelerate the entire balance of the indebtedness. If Beneficiary elects to exercise the option to accelerate, Beneficiary shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of THIRTY (30) days from the date of mailing within which Debtor may pay the indebtedness in full. If Debtor fails to pay such indebtedness prior to the expiration of THIRTY (30) days, Beneficiary may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.
9. Debtor shall be in default under the provisions of the Deed of Trust if Debtor:
 - a. shall fail to comply with any of Debtor's covenants or obligations contained herein,
 - b. shall fail to pay any of the indebtedness secured hereby, or any installment thereof or
 - c. interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration,
 - d. shall become bankrupt or insolvent or be placed in receivership,
 - e. shall, if a corporation, a partnership or an unincorporated association be dissolved voluntarily or involuntarily, or
 - f. if Beneficiary in good faith deems itself insecure and its prospect of repayment seriously impaired.
10. Beneficiary may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee

to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Beneficiary be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Beneficiary is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Beneficiary or by any other owner or holder of the indebtedness. Forbearance by Beneficiary in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Beneficiary's right to exercise such privilege, option or remedy in event of any subsequent accrual.
12. The words "Debtor" or "Beneficiary" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Section 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Beneficiary to Debtor shall be sent to the address of Debtor shown in the Deed of Trust.
13. If any provision of this Deed of Trust shall be declared invalid, the intent of the parties is that the remaining provisions shall remain in full force and effect and shall be enforced.
14. This Deed of Trust shall be governed by the laws of the State of Nevada.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the ^{1st} day of May, 2015.

DEBTOR

Sam Landis
Sam Landis, Manager
Ridgeline Development, LLC

STATE OF NEVADA)
 :SS
CARSON CITY)

This instrument is acknowledged before on the 1st day of May, 2015 by Sam Landis.

Nicole Mauzey
NOTARY PUBLIC



EXHIBIT "A"

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

Lot 24, in Block A, as set forth on Final Subdivision Map, Planned Unit Development, PD 03-011 for ROCKY TERRACE filed in the office of the County Recorder of Douglas County, State of Nevada on November 30, 2005, in Book 1105, Page 12654, Document No. 661875.

Together with all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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DEED OF TRUST WITH ASSIGNMENT OF RENTS
EXHIBIT A