

APN: 1220-16-610-003

WHEN RECORDED MAIL TO:

Dung H. Le, Christina K. Le
15992 Constable Road
Riverside, CA 92504

MAIL TAX STATEMENTS TO:

Baysden Day Investments, LLC
2721 East Adams Avenue
Orange, CA 92867

Escrow Number: 21174-0814CJ

#9015-2471188

Loan Number: Scott Starlight

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this JULY 28, 2015 between BAYSDEN DAY INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY herein called **TRUSTOR**, whose address is: 2721 EAST ADAMS AVENUE, ORANGE, CA 92867 and DUNG H. LE AND CHRISTINA K. LE, HUSBAND AND WIFE herein called **BENEFICIARY**, whose address is: 15992 CONSTABLE ROAD, RIVERSIDE, CA 92504 and **NOBLE TITLE, LTD.**, herein called **TRUSTEE, WITNESSETH**: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, BY POWER OF SALE**, that property in ~~Clark~~ Douglas County, Nevada described as follows:

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits **FOR THE PURPOSE OF SECURING**:

1. Performance of each agreement of Trustor incorporated by reference or contained herein
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$156,280.00 executed by Trustor in favor of Beneficiary or order.
3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the Deed of Trust and the Note, secured hereby, that provisions (1) to (16) inclusive

of the Deed of Trust recorded in the Book and at the Page, or Document No. of Official records in the Office of the County Recorder of the County where said property is located, noted below opposite the name of such county, viz:

COUNTY	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE	COUNTY	DOC #	BOOK	PAGE
Clark	413987	514		Humboldt	116966	3	83	Nye	47157	67	163
Churchill	104132	34 mtgs	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24496	22	415	Lincoln	41292	0 mtgs	467	Pershing	57488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	R-mtgs	112
Esmr.	26291	3H deeds	138-141	Lyon	55488	31 mtgs	449	Wht. Pine	28124	261	341-344
Eureka	39602	3	263	Mineral	78848	10 mtgs	534-537				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he/she/they will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

DUE ON SALE: If the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of his title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the mature date expressed, at the option of the holder hereof and without demand or notice shall become due and payable immediately

The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him/her/they at his/her/their address herein before set forth.

BAYSDEN DAY INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

✕

BY:

Roger Scott Baysden

ROGER SCOTT BAYSDEN (A/K/A SCOTT BAYSDEN)
ITS: MANAGING MEMBER

STATE OF

COUNTY OF

On _____, before me _____

a Notary Public, appeared _____, personally

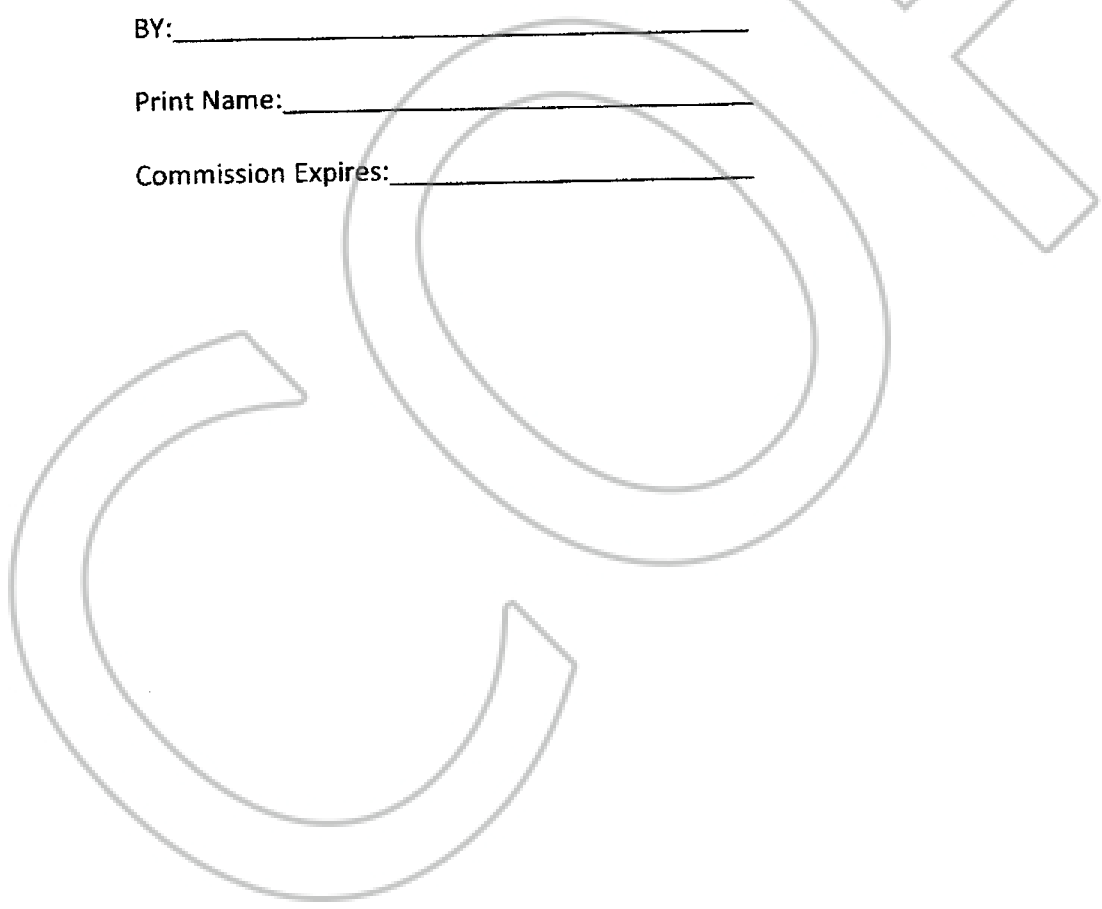
known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

See Attached

BY: _____

Print Name: _____

Commission Expires: _____



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

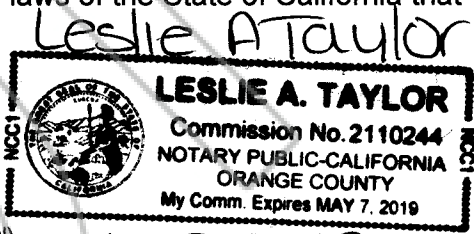
On 7-30-2015 before me, Leslie A. Taylor, Notary Public
(Here insert name and title of the officer)

personally appeared Roger & Scott Baysden,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by
~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Leslie A. Taylor
Notary Public Signature



exp 5-7-19

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Short form Deed of Trust
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/30/15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

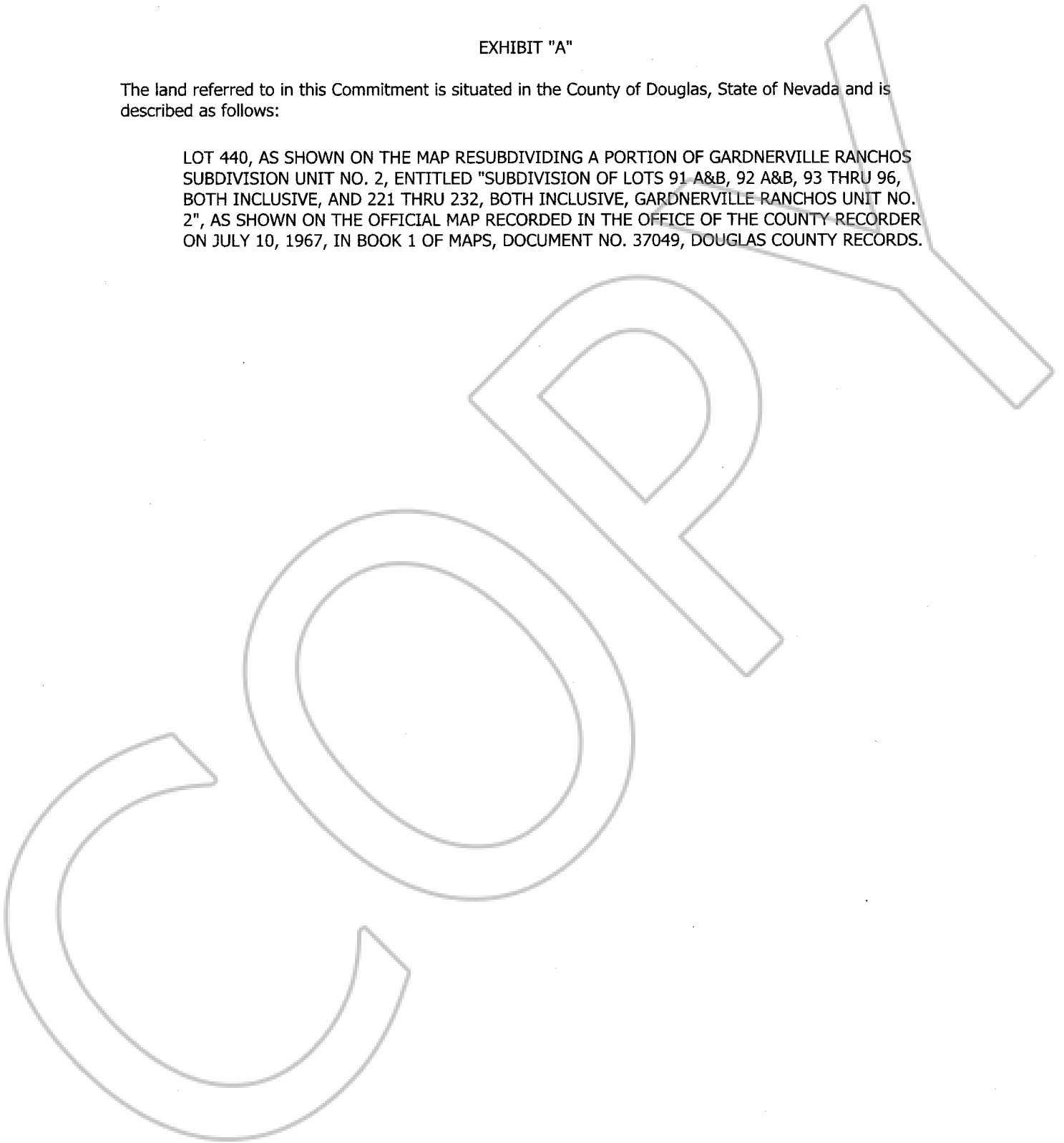
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "A"

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

LOT 440, AS SHOWN ON THE MAP RESUBDIVIDING A PORTION OF GARDNERVILLE RANCHOS SUBDIVISION UNIT NO. 2, ENTITLED "SUBDIVISION OF LOTS 91 A&B, 92 A&B, 93 THRU 96, BOTH INCLUSIVE, AND 221 THRU 232, BOTH INCLUSIVE, GARDNERVILLE RANCHOS UNIT NO. 2", AS SHOWN ON THE OFFICIAL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON JULY 10, 1967, IN BOOK 1 OF MAPS, DOCUMENT NO. 37049, DOUGLAS COUNTY RECORDS.



EXHIBIT

(FORM OF MORTGAGE)

RECORDER: DO NOT RECORD

THE FOLLOWING ARE THE TRUSTS AND AGREEMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN THE FOREGOING DEED OF TRUST:

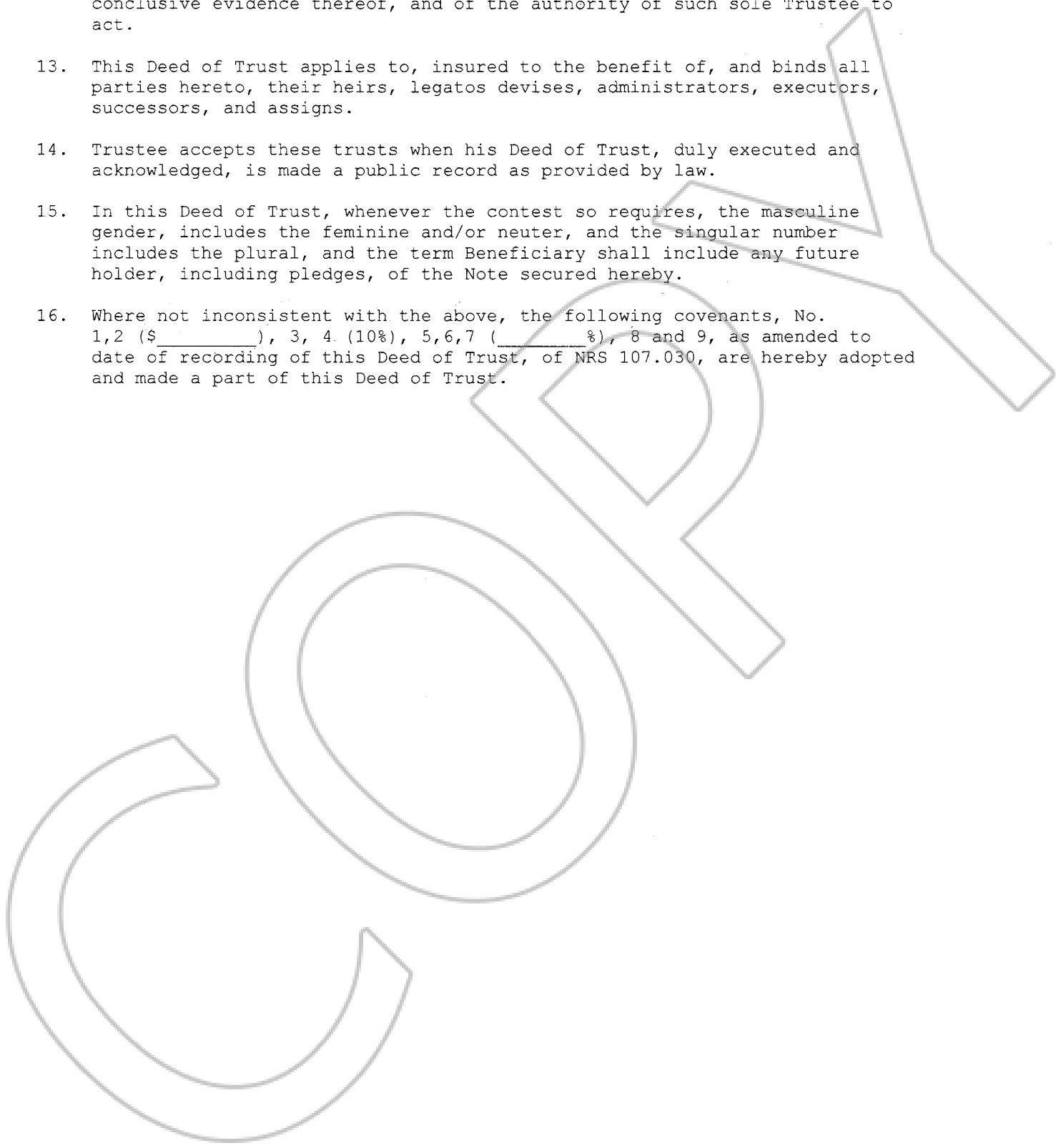
1. To properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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 specific enumeration's herein not excluding the general.
2. The Grantor agrees 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 to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited, first to accrued interest; next to expenditures hereunder, and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal, provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any part thereof, or the title thereto, or if any advance claim for or against said premises, or any part thereof, be 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 to 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 provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending suit hereunder or of action or proceeding of any kind in which Grantor, 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 as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Notes secured hereby for endorsement, and

without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property, consent in writing to the making of any map 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 be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and Note.
 - (a) Should default be made by Grantor in payment of any indebtedness 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 these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (a) The Grantor, Pledger and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands of notices as conditions precedent to sale or such personally,
 - (b) 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 of the time previously appointed.
 - (c) 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 at its sole discretion, at 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 purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sum expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee, named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the

original Trustee. If there be 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 all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, insured to the benefit of, and binds all parties hereto, their heirs, legatos devises, administrators, executors, successors, and assigns.
14. Trustee accepts these trusts when his Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
15. In this Deed of Trust, whenever the contest 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. 1,2 (\$_____), 3, 4 (10%), 5,6,7 (_____%), 8 and 9, as amended to date of recording of this Deed of Trust, of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.



RECORDER: DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO BE USED ONLY WHEN NOTE HAS BEEN PAID

To: NOBLE TITLE, LTD, as TRUSTEE,

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

DATED: _____

Recon issued _____ by _____

Delivered to _____

Mail Reconveyance to: _____

DO NOT LOSE OR DESTROY THIS DEED TO TRUST OR THE NOTE WHICH IT SECURES.
BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE
WILL BE MADE.