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KAREN ELLISON, RECORDER

APN: 1320-33-402-009
WHEN RECORDED RETURN TO:
MIKE PAVLAKIS, ESQ.
ALLISON MacKENZIE, LTD.
402 North Division Street
P.O. Box 646
Carson City, NV 89702

The parties executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2015, by and between OVERLAND LAND COMPANY, LLC, a Nevada limited liability company, hereinafter referred to as the Trustor, NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, hereinafter referred to as Trustee, and W. BRUCE PARK, TRUSTEE OF THE W. BRUCE PARK FAMILY TRUST, hereinafter referred to as Beneficiary.

WITNESSETH:

That the Trustor does hereby grant, bargain, sell, and convey unto the Trustee, in trust with the power of sale, all that certain real property together with any and all appurtenant rights situated in the County of Douglas, state of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the Trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion, reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustor, their successors and assigns, for the purpose of securing:

FIRST: Payment and performance of the obligation of the Trustee as set forth in that certain Promissory Note dated at Minden, Nevada on July 1, 2015, executed by Trustor, payable to Beneficiary, in the principal amount of \$2,500,000.00, hereafter referred to as the Promissory Note.

SECOND: Payment and performance of any additional obligations, with interest thereon, as may be hereafter loaned by Beneficiary to Trustor as additional advances under this deed of trust by the Promissory Note or notes or other instrument or instruments of Trustee, and payment of any monies advanced or paid out by Beneficiary or by the Trustor to or for Trustee pursuant to the provisions of this deed of trust, and payment of all other indebtedness of the Trustee to the Beneficiary or to the Trustor which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any agreement or agreements secured hereby.

THIRD: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustee hereunder, including, but not limited to, attorneys' fees, court

costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by Beneficiary or Trustor in performing for Trustee's account any obligations of Trustee or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

- i. Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises and shall not permit said claims to become a lien upon the premises unless there is a bona fide dispute as to the validity of the lien, which dispute is resolved and the lien removed within six (6) months from the date the lien is recorded or unless the Trustor posts a bond for the payment of the lien plus costs pending resolution of the dispute; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon and not to commit or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.
- ii. Trustor covenants to pay all taxes and assessments and 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, naming Beneficiary as a loss payee, for full insurable value in a company or companies authorized to

issue such insurance in the state of Nevada, and as may be approved by Beneficiary naming Beneficiary and Trustee as insureds, as their interest may appear, and to deliver the policy to Beneficiary or to collection agent of Beneficiary and in default thereof, Beneficiary may pay such taxes and assessments and procure such insurance and any such advance for taxes, assessments or insurance shall be deemed secured hereby.

iii. Trustor covenants to comply with all statutes, ordinances, governmental requirements, as well as the requirements of any covenants, conditions and restrictions affecting the herein described property and the construction, repair and removal of any buildings or improvements thereon.

iv. TRUSTOR PROMISES AND AGREES THAT IF DEFAULT IS MADE IN THE PAYMENT WHEN DUE OF ANY OBLIGATION OF TRUSTOR UNDER THE PROMISSORY NOTE IN ACCORDANCE WITH THE TERMS OF SAID PROMISSORY NOTE, OR IN THE PERFORMANCE OF ANY OF THE COVENANTS, PROMISES OR AGREEMENTS, CONTAINED HEREIN; OR IF THE TRUSTOR BECOMES INSOLVENT OR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS; OR IF A PETITION IN BANKRUPTCY IS FILED BY

OR AGAINST THE TRUSTOR; OR IF A PROCEEDING IS VOLUNTARILY OR INVOLUNTARILY INSTITUTED FOR REORGANIZATION OR OTHER DEBTOR RELIEF PROVIDED FOR BY THE BANKRUPTCY ACT; OR IN THE EVENT THE PROPERTY DESCRIBED HEREIN, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE TRUSTOR; OR UPON THE DEATH OF THE TRUSTOR; THEN UPON THE HAPPENING OF ANY OF SUCH EVENTS, THE BENEFICIARY AT ITS OPTION MAY DECLARE ALL SUMS AND OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE WITHOUT DEMAND OR NOTICE, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AND BENEFICIARY OR TRUSTEE MAY RECORD A NOTICE OF SUCH BREACH OR DEFAULT AND ELECT TO CAUSE SAID PROPERTY TO BE SOLD TO SATISFY THE INDEBTEDNESS AND OBLIGATIONS SECURED HEREBY.

- v. THIS DEED OF TRUST IS AND REMAINS SECONDARY AND INFERIOR TO THE LIEN SECURING PAYMENT OF A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$125,000 EXECUTED BY RANCH LOAN TRIO, LLC (NOW KNOWN AS

OVERLAND LAND COMPANY, LLC), PAYABLE TO ELVIRA CENOZ, DATED JUNE 26, 2014, WHICH IS MORE FULLY DESCRIBED IN THE LONG FORM OF DEED OF TRUST AND ASSIGNMENT OF RENTS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 0845543, BOOK 0714, PAGE 310, ON JULY 1, 2014. TRUSTOR AGREES THAT IF DEFAULT IS MADE IN PAYING THAT NOTE, OR IN PERFORMING ANY OF THE COVENANTS OF THE DEED OF TRUST SECURING THE PAYMENT OF THAT NOTE, THE INDEBTEDNESS EVIDENCED BY THE NOTE SECURED BY THIS DEED OF TRUST SHALL, AT THE OPTION OF THE BENEFICIARY, BECOME IMMEDIATELY DUE AND PAYABLE UPON WRITTEN NOTICE AND DEMAND.

- vi. The following covenants, Nos. 1, 3, 4 (10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.
- vii. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

- viii. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.
- ix. The trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed this deed of trust as of the day and year first above written.

OVERLAND LAND COMPANY, LLC

BY: David Park

DAVID PARK, Manager

BY: Jon Park

JON PARK, Manager

STATE OF NEVADA)

Douglas County) : ss.

On August 28, 2015, personally appeared before me, a notary public, DAVID PARK, personally known (or proved) to me to be the person whose

EXHIBIT "A"

All that certain parcel of real property located in the County of Douglas, State of Nevada, and more particularly described as follows:

A parcel of land located within a portion of the Southwest ¼ of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Southeast corner of Assessor's Parcel Number 25-322-09 as shown on the Record of Survey for Cenoz Trust et al., W.S. Nelson et al., Minnie J. Rosebrock, and Henry J. Rosenbrock at al., recorded June 15, 1995 in the office of Recorder, Douglas County, Nevada as Document No. 364166, a point on the North right-of-way of U.S. Highway 395, also a PK Nail and cap in concrete R.L.S. 6200; thence North 44°08'54" West, 16.76 feet along said right-of-way to the POINT OF BEGINNING; thence continuing along said right-of-way North 44°08'54" West, 213.55 feet to a PK nail and plastic cap in concrete R.L.S. 6200; thence North 46°05'39" East, 78.69 feet; thence North 44°51'20" East, 20.00 feet; thence South 42°18'41" East, 125.00 feet; thence North 44°51'20" East, 171.45 feet to a point on the South boundary of Courthouse Alley; thence South 44°39'03" East, 117.70 feet along said South boundary; thence South 40°21'39" West, 2.00 feet; thence South 46°32'25" West, 93.23 feet; thence South 54°10'24" West, 173.75 feet to the POINT OF BEGINNING.

Reference is hereby made to that certain Record of Survey to Support a Boundary Line Adjustment recorded on June 27, 1995 in Book 695 at Page 4657 as Document No. 365019, Official Records.

(Pursuant to NRS 111.312 this legal description was previously recorded on June 27, 1995 as Document No. 365022)

Being Assessor's Parcel Number 1320-33-402-009.

4845-5043-4087, v. 1