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KAREN ELLISON, RECORDER

APN:

WHEN RECORDED MAIL TO:

Arthur Fontaine
716 Windsor Park Dr
Bakersfield, CA 93311

MAIL TAX STATEMENT TO:

Halle Porter Newland & Rickett
3100 19th Street, #200
Bakersfield, CA 93301

ESCROW NO:

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this September 2015 between Southpoint, LLC, herein called TRUSTOR, whose address is: 716 Windsor Park Dr., Bakersfield, CA, and, ARTHUR B. FONTAINE, as the representative of the Class 3 Claimants ("Class 3 Claimants") as identified in "Debtor's Chapter 11 Plan of Reorganization dated June 3, 2015 as modified" ("Chapter 11 Plan"), filed in the bankruptcy case of Arthur B. Fontaine, United States Bankruptcy Court, Eastern District of California, Case Number 14-14241-A-11K ("Bankruptcy Case") herein called BENEFICIARY, whose address is: 716 Windsor Park Dr., Bakersfield, CA 93311, and CHICAGO TITLE AGENCY OF NEVADA, INC., A NEVADA CORPORATION herein called TRUSTEE, WITNESSETH: That Trustor, IRREVOCALY GRANTS, TRANSFERS AND ASSIGNS TO THE TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada described as:

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 to Beneficiary of all sums at any time owing and performance of all other obligations owed by debtor in possession Arthur B. Fontaine in his individual capacity to the Class 3 Claimants arising under or in connection with Chapter 11 Plan, in the maximum principal amount of Three Hundred Ninety-Nine Thousand, Two Hundred Thirty-Two & 00/100 Dollars (\$399,232.00), with interest as provided in the Chapter 11 Plan, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Chapter 11 Plan.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To properly care for and keep the 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 therefor; 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 the 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 the property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. 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. Interest shall then 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 Trustor, without liability upon the Trustee for such release.

ESCROW NO:

4. 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 adverse claim for or against the 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 or 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 sale hereunder or of action or proceeding of any kind in which Trustor, 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 default as herein provided for failure to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and a copy of the Chapter 11 Plan, 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 of Trust 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." Trustee is authorized to retain this Deed of Trust.
10. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, the 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 recorded in the appropriate County Recorder's Office) and shall surrender to Trustee this Deed of Trust, a copy of the Chapter 11 Plan and all documents evidencing any expenditure secured hereby.
11. After three months 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 Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personal property.
 - (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 at the time previously appointed.
 - (c) At the time of sale so fixed, Trustee may sell the property advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to 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. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
12. Trustee shall apply the proceeds of any such 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 sums 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.
13. 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 Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred upon the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust 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.

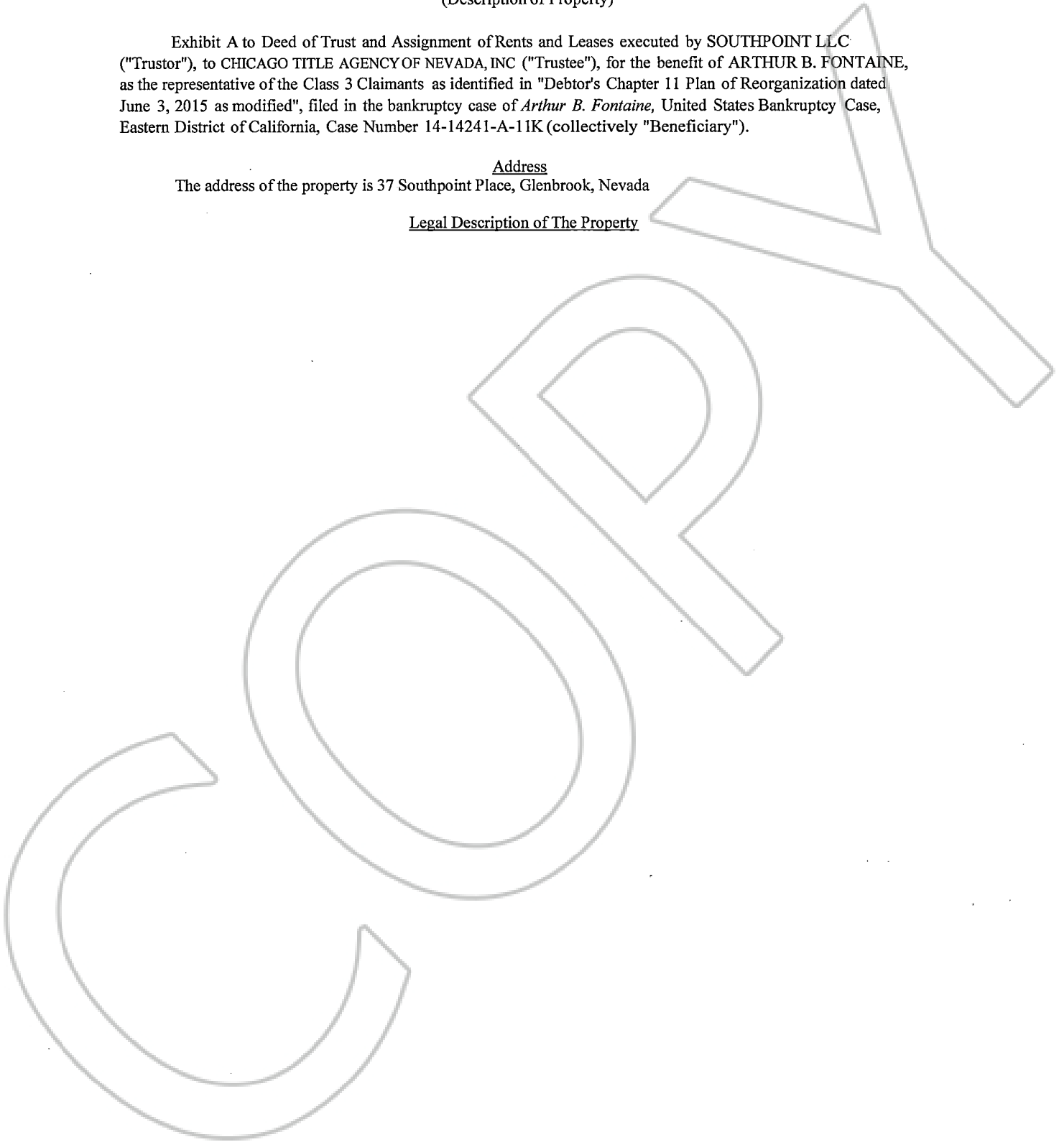
EXHIBIT A
(Description of Property)

Exhibit A to Deed of Trust and Assignment of Rents and Leases executed by SOUTHPOINT LLC ("Trustor"), to CHICAGO TITLE AGENCY OF NEVADA, INC ("Trustee"), for the benefit of ARTHUR B. FONTAINE, as the representative of the Class 3 Claimants as identified in "Debtor's Chapter 11 Plan of Reorganization dated June 3, 2015 as modified", filed in the bankruptcy case of *Arthur B. Fontaine*, United States Bankruptcy Case, Eastern District of California, Case Number 14-14241-A-11K (collectively "Beneficiary").

Address

The address of the property is 37 Southpoint Place, Glenbrook, Nevada

Legal Description of The Property



ESCROW NO:

- 14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- 15. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.
- 17. When not inconsistent with the above the following covenants, No. 1;2 (\$3,900,000.00);3;4 (10%) 5;6;7 (with the exception the trustee's fees will be the reasonable fees rather than a percentage), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

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

Southpoint, LLC

By: Arthur B. Fontaine
Arthur B. Fontaine, member of Southpoint, LLC

By: Chenda Fontaine
Chenda Fontaine, member of Southpoint, LLC

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.

CERTIFICATE OF ACKNOWLEDGEMENT

State of ~~California~~ ^{WASHINGTON})

)SS

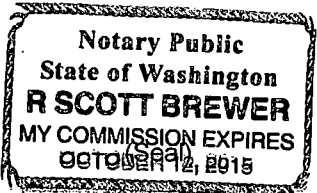
County of ~~King~~ ^{KING})

On SEPTEMBER, 19TH 2015 before me, CHENNA FOUNTAINE
R SCOTT BREWER, a notary public, personally appeared [insert NAME of individual signer being notarized], 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.

Signature [Handwritten Signature]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Kern)

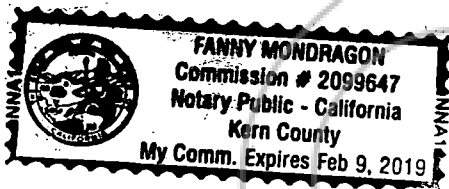
On 9/18/15 before me, Fanny Mondragon, Notary
Date Here Insert Name and Title of the Officer

personally appeared Arthur Fontaine Byron
Name(s) of Signer(s)

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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____