

*The undersigned hereby affirms
that this document submitted for
recording does not contain a
Social Security Number.*

APN: 1420-18-301-005

Loan Amount: \$ 20,028.37

When recorded mail to:

Nevada Affordable Housing
Assistance Corporation
P.O. Box 15142
Las Vegas, Nevada 89114
070710-ASK

**DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT WITH
ASSIGNMENT OF LEASES AND RENTS**

This Deed of Trust, Fixture Filing and Security Agreement with Assignments of Leases and Rents (this "Deed of Trust") is made this 2nd day of March, 2016, by Alex D Andreasen Jr., with an address of 3282 Plymouth Drive, Minden, Nevada 89423, as Trustor (herein "Borrower"), to Western Title Company, with an address of 6774 S. McCarran Blvd., Suite 102A, Reno, Nevada 89509 as Trustee (herein "Trustee"), for the benefit of the Nevada Affordable Housing Assistance Corporation, P.O. Box 15142, Las Vegas, Nevada 89114, as Beneficiary, (herein "Lender").

Borrower, in consideration of the loan represented by the Note and the trust herein created, irrevocably grants, bargains and sells to Trustee, in trust, with power of sale, the property located in Douglas County, Nevada, described on Exhibit A attached hereto.

TOGETHER with the improvements erected on the property, and all easements, reversions, appurtenances, Borrower's interest in any lease of the property, rents, royalties, mineral, oil and gas rights and profits, geothermal rights, water, water rights, and water stock (the "Real Property"), and all fixtures, equipment and other personal property now or subsequently affixed to, placed upon or used in the operation of the Real Property, are referred to as the "Personal Property". The Real Property and Personal Property are referred to collectively as the "Property").

TO SECURE to Lender (a) the repayment of Borrower's Promissory Note (Secured by Deed of Trust) of even date (herein "Note") in the principal sum of \$ 20,028.37, and all extensions, renewals or modifications; (b) the payment of all other sums plus interest advanced for the same purpose as the purpose of the original loan represented by the Note or for the improvement or protection of the Property; (c) the Borrower's performance of the covenants of this Deed of Trust, the Note and all other documents and instruments evidencing the outstanding

indebtedness of Borrower to Lender; and (d) the repayment of any future advances plus interest made to Borrower by Lender, provided the notes representing those advances state that the advances are secured by this Deed of Trust.

COVENANTS: Borrower covenants and agrees for the benefit of Lender as follows:

1. **Hazard Insurance.** Borrower shall maintain with insurers approved by Lender: (a) insurance with respect to improvements against loss or damage by fire or any risk included under "fire and extended coverage" policies and any other hazard Lender requires, in an amount approved from time to time by Lender, with replacement cost indorsement without depreciation; (b) public liability and property damage insurance applicable to the property in amounts approved by Lender, with an indorsement naming Lender as an additional insured as its interest may appear; (c) business interruption insurance in amounts adequate to cover taxes, insurance premiums, and Note payments for six months. All insurance maintained by Borrower shall: (i) except for liability insurance, contain a standard non-contributory mortgagee's indorsement in favor of Lender; (ii) provide that, except in the case of public liability insurance, insurance proceeds shall be payable to Lender, and in the case of hazard insurance, pursuant to the Nevada Standard Mortgagee Clause No. 438BFUNS or other mortgagee clause; (iii) provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lender or Borrower or any other person; (iv) provide that no cancellation, reduction in amount or material change in coverage shall be effective until at least 30 days after receipt by Lender and Borrower of written notice; and (v) contain only such deductibles, if any, as Lender may approve in writing, and be reasonably satisfactory to Lender in all other respects. Any insurance may, at Borrower's option, be provided through a blanket policy or policies. Upon the execution of this Deed of Trust and thereafter not less than 30 days prior to the expiration date of any policy, Borrower will deliver to the Lender the original of any policy or renewal policy required by this Deed of Trust, bearing notations evidencing the payment of premiums, except that, in lieu of the policy, Borrower may, with Lender's consent, deliver a certificate of the insurer, satisfactory to Lender in substance and in form, as to the issuance and effectiveness of the policy and the amount of coverage afforded thereby accompanied by a certified copy of such policy. Delivery of the policy of insurance shall constitute assignment to Lender of any returned premiums.

2. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property or remove, demolish or materially alter any building or other property subject to this Deed of Trust.

3. **Deed of Trust Tax.** If any tax or assessment is levied on the interest of any party of this Deed of Trust, Borrower agrees to pay the tax even if it is assessed against the Lender.

4. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any inspection.

5. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part

thereof, or for any conveyance in lieu of condemnation, are assigned, and shall be paid, to Lender. Borrower waives any legal or equitable interest in the award and any right to require an apportionment of the award. Borrower agrees that Lender is entitled to apply the award in accordance with this Paragraph 5 without demonstrating that its security has been impaired.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice, Lender is authorized to collect the proceeds. The amount paid to Lender may be applied by Lender to the Note or other secured debt, and in the order Lender determines, or at the option of Lender the entire amount, or any part, may be applied to repair or restoration of the Property or released to Borrower. The application or release shall not cure or waive any default or notice of default or invalidate any act done pursuant to a Notice of Default.

6. Damage or Destruction; Application of Insurance. The amount paid to Lender under any fire or other insurance policy may be applied by Lender to the Note or other secured debt in the order Lender determines, or at the option of Lender, the entire amount or any part, may be applied to repair or restoration of the Property or released to Borrower. The application or release shall not cure or waive any default or notice of default, or invalidate any act done pursuant to a Notice of Default.

7. Limitation on Transfer. If the Property or any part thereof, or any interest therein, is sold by contract of sale or otherwise, agreed to be sold, conveyed, rented or leased or alienated by the Borrower or by the operation of law, or otherwise, or the Property is further encumbered, or there is a material change in the identity or control of the Borrower (all of the foregoing events are referred to as "Transfers"), then all obligations secured by this Deed of Trust, irrespective of the maturity dates of the obligations, at the option of the Lender, and without demand or notice, shall immediately become due and payable, unless the Transfer occurs as a result of a death. Failure to exercise the option or consent to a Transfer shall not constitute waiver of the right to exercise this option in the event of a subsequent Transfer. Lender shall not waive its rights to accelerate pursuant to this paragraph by accepting a partial payment on an obligation secured by this Deed of Trust after Lender receives notice of the occurrence of a Transfer. If a Transfer occurs, with or without Lender's consent, Borrower waives all suretyship defenses, including the right to compel suit against the principal debtor. The loan evidenced by the Note is not assumable.

8. Statutory Covenants. The following Covenants, Nos. 1, 3, 4 (rate of interest default rate in the Note), 5, 6, 7 (reasonable attorneys' fees), and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, and 5 and, provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Property remaining unsold, but shall continue unimpaired until all of the Property has been sold by exercise of the power of sale herein contained and all indebtedness of Borrower to Lender under the Deed of Trust, the Note or other loan documents has been paid in full, in money as defined in NRS 104.1201(24).

9. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, upon notice to Borrower, may make any appearance, disburse any sums and take any action necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph, with interest from date of disbursement at the default rate specified in the Note, shall become additional indebtedness of Borrower secured by this Deed of Trust, payable upon demand.

10. **Acceleration Remedies.** If Borrower defaults, Lender may (a) declare all sums secured immediately due and payable without demand or notice, or (b) have a receiver appointed as a matter of right without regard to the sufficiency of the Property or any other security or guaranty and without any showing as required by NRS 107.100, or both.

11. **Lender's Right to Deal With Collateral.** Without affecting the liability of any person, including Borrower, for the payment of any secured debt or the lien of this Deed of Trust on the Property for the full amount of any unpaid indebtedness, Lender and Trustee are empowered as follows: Lender may, without notice, do any one or more of the following: (a) release any person liable for the payment of any of the indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the indebtedness; (c) accept additional security; (d) alter, substitute or release any property securing the indebtedness. Trustee may, without liability and without notice, upon written request of Lender and presentation of this Deed of Trust and the Note for indorsement: (1) consent to the making of any map or plat of the Property; (2) join in granting any easement or creating any easement or creating any restriction thereon; (3) join in any subordination or other agreement affecting this Deed of Trust; (4) reconvey, without any warranty, any part of the Property.

12. **Events of Default.** Borrower shall be in default under this Deed of Trust if any one or more of the following events occur:

(a) Borrower fails to occupy the Property as his/her/their primary residence at any time before the Maturity Date stated in the Note.

(b) Borrower fails to keep any non-escrowed property related expenses for the Property paid current, including, without limitation, real property taxes, insurance, Homeowner's Association fees, garbage and sewer, and fails to cure the default and bring the obligation back in good standing on or before the 30th day after the default.

(c) Borrower fails to perform or comply with any of the terms of this Deed of Trust or of the Note or of any other documents and instruments evidencing the loan secured by this Deed of Trust.

(d) Borrower fails to perform or comply with any of the terms of any other instrument securing the debt secured hereby.

(e) Borrower makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition seeking a reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or fails to file an answer or to seasonably contest the material allegations of a petition filed against him/her/them in any such proceeding, or seeks to consent or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of his/her/their properties.

(f) Borrower defaults on any indebtedness secured by a Deed of Trust which is either prior or subordinate to the lien of this Deed of Trust.

(g) Any taking by eminent domain or a conveyance as a result thereof unless the entire award is paid to Lender pursuant to Paragraph 7 hereof.

(h) If, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan evidenced by the Note.

(i) Borrower fails to timely provide Lender with such financial and other information and documentation requested by Lender determine and verify that Borrower is in compliance with the terms and conditions of the Loan, including, without limitation timely providing Lender with certificates of recertification with supporting documentation.

13. Order of Application of Securities; Cumulative Remedies. If the indebtedness secured is secured by any other collateral, Lender may exhaust any of the other collateral as well as the Property, either concurrently or independently and in any order it determines. Lender may apply the proceeds to the indebtedness secured without affecting the status of or waiving its right to exhaust any other security, including the Property, and without waiving any default. All remedies provided in this Deed of Trust are distinct and cumulative to any other remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. Waivers. A waiver by Lender of the the performance of any covenant, condition or promise of Borrower shall not be considered a waiver of any other covenant, condition or promise and shall not constitute a waiver of any other or future default.

15. **Substitution of Trustee.** Lender, to the extent not prohibited by law, shall have the irrevocable power, to be exercised at any time or times hereafter and with or without cause, to substitute a trustee or trustees in place of Trustee, by an instrument in writing duly executed, acknowledged and recorded in the Douglas County Recorder's Office, and when such instrument is so recorded, all of the powers of Trustee then being substituted shall terminate and all of the right, title and interest of Trustee hereunder shall be vested in the trustee or trustees named as its successor, and such successor trustee or trustees shall have the same powers, rights and duties which the Trustee then being substituted had under this Deed of Trust. The exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said right. Irrespective of whether Trustee consists of one or more entities, Lender may name one or more entities as successor trustee or trustees as Lender may determine.

16. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants of the Deed of Trust shall bind, and the rights created shall inure to, the respective successors and assigns of Lender and Borrower. All covenants of Borrower shall be joint and several. The captions and headings of the paragraphs are for convenience only and are not to be used to interpret or define its provisions.

17. **Notice.** Any notice provided for in this Deed of Trust shall be mailed by certified mail to Borrower at the address stated above.

18. **Governing Law; Severability.** This Deed of Trust shall be governed by the laws of Nevada. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

19. **Waiver of Statute of Limitations.** Borrower waives, except as prohibited by law the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose.

20. **Certain Legal Proceedings.** Should Lender or Trustee, or both, become parties to any action to enjoin foreclosure, or other legal proceedings instituted by Borrower, or by any third party, or should Borrower institute or be subject to any bankruptcy, reorganization, receivership or other proceeding in relation to creditors, then all attorneys' fees and costs incurred by Lender or Trustee, or both, in any of those proceedings, shall be secured by this Deed of Trust and shall be paid by Borrower upon demand, and if not paid, shall be recovered from the Property.

SIGNATURES ON FOLLOWING PAGE

Borrower

Alex D. Andreassen Jr.
Signature

Alex D Andreassen Jr.
Print/Type Name

March 2, 2016
Date

Co-Borrower

Signature

Print/Type Name

Date

STATE OF NEVADA, COUNTY OF
Washoe

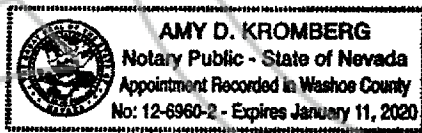
Acknowledgement: On this date, before me, a Notary Public, personally appeared

Known to me as satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

[Signature]
Signature of Notary Public

March 2, 2016
Date of this Acknowledgement

Notary / Expiration Date 1/11/2020



STATE OF NEVADA, COUNTY OF

Acknowledgement: On this date, before me, a Notary Public, personally appeared

Known to me as satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Signature of Notary Public

Date of this Acknowledgement

Notary / Expiration Date

EXHIBIT A
LEGAL DESCRIPTION

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:
A parcel of land, located in the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 14 North, Range 20 East,

M.D.B.&M. , Douglas County, Nevada, more particularly described as follows:

PARCEL I:

Commencing at the North quarter corner of said Section 18, proceed South 0°02'46" West, a distance of 2,972.12 feet, and South 89°55'34" West, a distance of 60.00 feet, to the True Point of Beginning, which is the Northeast corner of the Parcel;

Thence South 0°02'46" West, 266.14 feet, to the Southeast corner of the Parcel; Thence South 89°53'08" West, 819.26 feet, to

the Southwest corner of the Parcel; thence North 0°02'46" East, 265.56 feet, to the Northwest corner of the Parcel; Thence

North 89°50'43" East, 819.26 feet, to the True Point of Beginning.

PARCEL II:

Together with an easement, 60 feet in width, and 1,324.06 feet long, lying adjacent to and Westerly of the East line of the

Southwest 1/4 of said Section 18.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County

Recorder of Douglas County, Nevada on August 26, 2009, as Document No. 749580 of Official Records.

Assessor's Parcel Number(s):

1420-18-301-005