DOUGLAS COUNTY, NV
 2016-882756

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 06/17/2016 11:34 AM

 ETRCO, LLC

 KAREN ELLISON, RECORDER

APN#: 1320-35-001-029

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 077608-DJA

When Recorded Mail To:

The Filiberto C Ferroni
Irrevocable Trust
c/o Evergreen Note Servicing
6121 Lakeside Drive #150
Reno NV 89511

Mail Tax Statements to: (deeds only)	
Same As Above	
	(space above for Recorder's use only
	(opune and 1 spin till)

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

Signature Diane J Allen Escrow Officer

Deed of Trust

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)

When recorded, mail to:

The Filiberto C Ferroni Irrevocable Trust c/o Evergreen Note Servicing

6121 Lakeside Drive #150

Reno NV 89511

APN: 1320-35-001-029 Mail Tax Statements to:

Same As Above

AFFIRMATION PURSUANT TO NRS 111.312(1)(2) AND 239B.030(4)

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

Signature

Title

ruly 128818 man

Print Signature

DEED OF TRUST

THIS DEED OF TRUST, made this day of JUNE 2016, by and between DAVID A. NEWELL "Trustor", WESTERN TITLE OF NEVADA, INC., a corporation "Trustee", and KAREN FERRONI, TRUSTEE OF THE FILIBERTO C. FERRONI IRREVOCABLE TRUST FBO SARAH F. GRIFFIN, DATED MAY 2, 2014, as to an undivided 53.8% interest, and SARAH F. GRIFFIN AND KAREN FERRONI, TRUSTEES OF THE SARAH F. GRIFFIN (SP) TRUST, DATED NOVEMBER 21, 2012, as to an undivided 46.2% interest, collectively "Beneficiary."

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale the real property situate in the County of Washoe, State of Nevada, that is commonly known as 1516 East Valley Road, Gardnerville, Nevada 89410, and more particularly described in attached Exhibit "A," which is incorporated by this reference.

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances thereunto, including water rights, belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity,

which the Trustor now has or may hereafter acquire of, in or to the said premises or any part thereof, with the appurtenances.

Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereafter expressed:

As security for the payment of (a) promissory note of even date, in the sum of Four Hundred Sixty-five Thousand and no/100 Dollars (\$465,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor agrees to timely perform all obligations under the terms of each deed of trust or other encumbrance prior to this deed of Trust.

SECOND: The 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; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

THIRD: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandlike manner.

FOURTH: The following covenants, Nos. 1, 2 (replacement value), 3, 4, (interest 6.5% per year), 5, 6, 7, and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust. Beneficiary shall be named as loss payee on the casualty insurance on the property.

FIFTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

SIXTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SEVENTH: 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. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

EIGHTH: In the event of any tax or assessment on the interest under this deed of trust, it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments, although the same may be assessed against the Beneficiary or Trustee.

NINTH: All the provisions of this instrument shall inure to, apply and bind the legal representatives, successors and assigns of each party hereto respectively.

TENTH: In the event of a default in the performance of payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor, addressed to Trustor at the address set forth below, and such notice shall be binding upon the Trustor, Assignee(s), or Grantee(s) from the Trustor.

ELEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

In the event that Trustor, or any successor in interest of Trustor in the real property encumbered by this deed of trust shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, then, at the option of Beneficiary, and without demand or notice, the then unpaid balance of principal and interest due hereunder shall forthwith become due and payable although the time of maturity otherwise expressed shall not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

DAVID A. NEWELL

Address of Trustor:

Limited Collinsia

DAVID A. NEWELL 1516 East Valley Road Gardnerville, NV 89410

ACKNOWLEDGEMENT

STATE OF NEVADA

SS.

COUNTY OF WASHOE

On O-14-10 , 2016, personally appeared before me,
a Notary Public, DAVID A. NEWELL, who acknowledged to me that he
executed the above instrument.

WENDY DUNBAR
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 02.79085-5 - Expires December 16, 2018

EXHIBIT "A"

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

Parcel No. 3A-2B, as set forth on the Parcel Map for Dennis C. and Patti L. Dirksen, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 16, 1992, in Book 1292, Page 2626, as Document No. 29524.

EXCEPTING THEREFROM all mineral, oil, gas and other hydrocarbons, as granted to the Stock Petroleum Co., Inc., in Grant Deed recorded March 13, 1980, in Book 380, Page 1315, as Doument No. 42677.

Assessor's Parcel Number(s): 1320-35-001-029

