**DOUGLAS COUNTY, NV** 

2016-886150

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08/16/2016 11:08 AM

TICOR TITLE - GARDNERVILLE KAREN ELLISON, RECORDER

APN: 1220-17-615-021

WHEN RECORDED MAIL TO:

Keller Rohrback LLP 1201 Third Avenue, Suite 1200 Seattle, WA 98101 ATT: Robert S. Over

This document is recorded as an ACCOMMODATION ONLY and without liability for the consideration therefore, or as to the validity or sufficiency of said instrument, or for the effect of such recording on the title of the property involved.

# DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT (FIXTURE FILING)

THIS DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT (FIXTURE FILING) ("Deed of Trust") is made as of this **28** day of July, 2016, by and among Maryanne Road, LLC, a Nevada limited liability company, as GRANTOR, whose street address is 1627 Highway 395, Minden, Nevada 89423, AMT Investments, L.P., a Washington limited partnership, as BENEFICIARY, and together with any successor or assignee of such beneficiary, whose street address is 1627 Highway 395, Minden, Nevada 89423, and Ticor Title of Nevada, Inc., a Nevada corporation, as TRUSTEE, whose street address is 701 S Carson Street, Suite 200, Carson City, Nevada 89701.

WHEREAS, Beneficiary has made a loan to Grantor in the sum of One Million and No/100 Dollars (\$1,000,000), which loan is evidenced by a Promissory Note dated of even date herewith (the "Note"). The Note, if not sooner paid, is due and payable in full as provided in the Note.

WHEREAS, as a condition to making the loan to Grantor, Beneficiary has required, and Grantor has agreed to provide this Deed of Trust.

NOW, THEREFORE, for valuable consideration given by Beneficiary to Grantor, the receipt and sufficiency of which are hereby acknowledged, at all times until the Note is paid in full together with all interest accrued thereon and Grantor has satisfied all of its obligations thereunder and all of its obligations hereunder have been fully satisfied and performed (collectively, "Obligations"), Grantor hereby acts, and covenants, promises and agrees with Trustee and Beneficiary, as follows:

CONVEYANCE AND GRANT. For valuable consideration, Grantor, to secure the payment and performance of the Note and the Obligations, hereby grants, bargains, sells, conveys,

warrants, assigns and transfers to Trustee, in trust with power of sale, all of the following described real property in Douglas County, Nevada:

The Legal Description is attached hereto and incorporated herein as <u>Exhibit A</u> (commonly known as 1150 Kingston Lane, Gardnerville, NV 89460; tax parcel identification number 1220-17-615-021)

together with all the improvements, buildings, structures, easements, rights of way, privileges, ways, water rights, mineral rights, development rights, tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, to the foregoing described real property (collectively, "Real Property").

TOGETHER WITH all of Grantor's right, title and interest in and to all fixtures, furniture and furnishings, wherever situated, which are or are to be used in connection with, or appropriated for use on the Real Property; together with all replacements and proceeds thereof, and additions and accessions to, any of the foregoing ("Fixtures"). The Real Property and all other property described above, including, without limitation, the Fixtures, are sometimes hereinafter referred to collectively as the "Collateral."

TO HAVE AND TO HOLD the Collateral unto Trustee, its successors and assigns, forever.

IN TRUST HOWEVER, for the purpose of securing a first priority interest for the repayment in full and the performance of the Note and the Obligations, in accordance with their respective terms.

GRANT OF SECURITY INTEREST AND ASSIGNMENT. To the extent any element or portions of the Collateral, including the Fixtures, constitutes personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein and any products or proceeds thereof, pursuant to Article 9 of the Uniform Commercial Code as adopted and in effect in the State of Nevada (the "UCC") on the terms and conditions contained herein, to secure payment and performance of the Note and the Obligations. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the Collateral pursuant to this Deed of Trust.

This Deed of Trust creates a security interest in the Fixtures, Collateral, and all other property described in this Deed of Trust, whether now owned or hereafter acquired by Grantor, and shall constitute a Security Agreement under Article 9 of the UCC. Beneficiary is hereby authorized to file such financing statements as may, in Beneficiary's judgment, be required or advisable to perfect the security of Beneficiary in such Collateral and Fixtures and to maintain the effectiveness of such perfection and, if required, Grantor shall execute any such statements and such other documents as Beneficiary may reasonably require to perfect its security interest.

**FIXTURE FILING.** From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all the Fixtures. For this purpose, the following information is set forth:

(a) Exact Legal Name and Address of Grantor, as debtor:

Maryanne Road, LLC, a Nevada limited liability company Address: as set forth above.

(b) Name and Address of Beneficiary, as secured party:

AMT Investments, L.P., a Washington limited partnership Address: as set forth above.

- (c) Grantor's organizational identification number is E0460172015-6.
- (d) This Deed of Trust covers goods which are or are to become fixtures related to the Real Property described in this Deed of Trust. This document is to be filed in the real estate records. Grantor is the record owner of the Real Property described in this Deed of Trust.

# THIS DEED IS FOR THE PURPOSE OF SECURING THE FOLLOWING:

- (a) Payment of the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), with interest thereon, according to the terms of the Note. The Note, this Deed of Trust, and such other documents relating to same are hereafter collectively referred to as the "Loan Documents."
- (b) Performance of the Obligations and of each agreement, term and condition set forth or incorporated by reference in the Loan Documents.

**REPRESENTATIONS AND WARRANTIES:** Grantor represents and warrants to Beneficiary as follows:

- 1. Grantor has full power and authority to grant the Collateral to Trustee and warrants the Collateral to be free and clear of all liens, charges, and other encumbrances except for matters of record on the date hereof.
- 2. The Collateral is free from damage and no matter has come to Grantor's attention that would materially impair the value of the Real Property or of the Collateral as security.
- 3. The Note secured by this Deed of Trust is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes.

COVENANTS: Grantor covenants and agrees with respect to Beneficiary as follows:

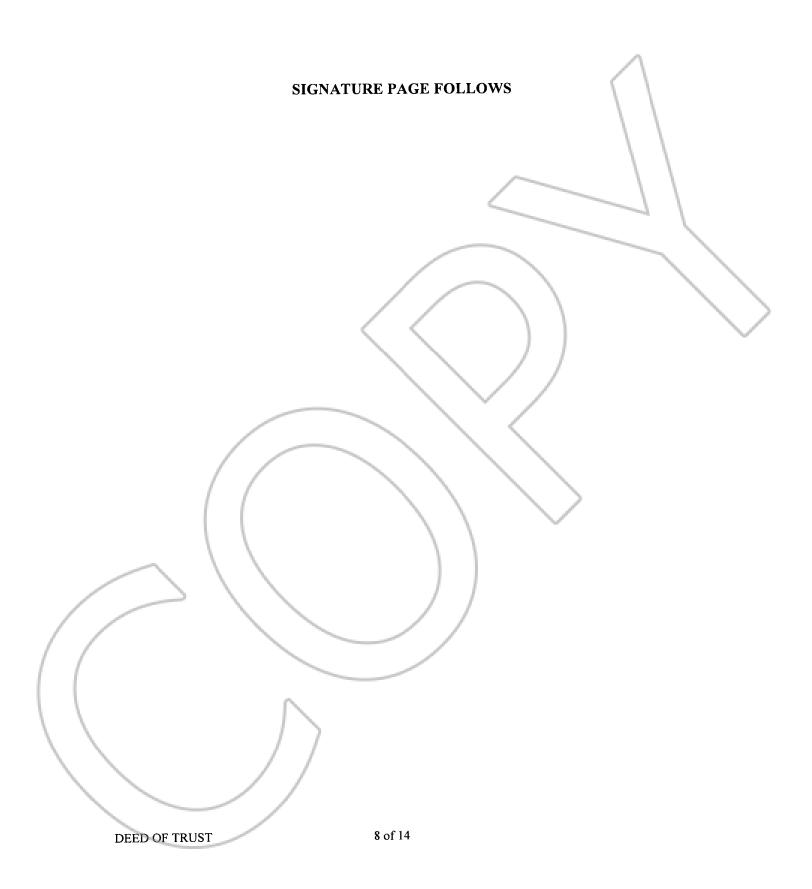
- 1. To keep the Collateral in good condition and repair; to permit no waste of the Collateral; including permitting no hazardous waste or environmental damage of any kind on the Real Property, and to promptly notify Beneficiary of the occurrence of any of the same; to complete any building, structure, or improvement being built or about to be built on the Collateral; to restore promptly any building, structure, or improvement on the Collateral which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Collateral.
- 2. To pay before delinquent all lawful taxes and assessments upon the Collateral; to keep the Collateral free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust. No other lien may be placed on the Collateral unless Beneficiary has provided Grantor with Beneficiary's prior written consent to such other lien, and provided that any such other lien, at all times, is junior and subordinate to the lien created by this Deed of Trust, and should any such other lien, at any time, cease to be junior and subordinate to the lien created by this Deed of Trust, a default shall occur hereunder, and Beneficiary may immediately declare all sums, with accrued interest thereon, secured by this Deed of Trust immediately due and payable without any further notice thereof, in addition to any other rights or remedies available to Beneficiary at law or in equity. Beneficiary hereby agrees that its consent provided for herein shall not be unreasonably withheld or delayed.
- 3. To keep all buildings now or hereafter erected on the Collateral continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

- 6. That, in the event Grantor fails to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Collateral, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
- 7. The Collateral may not be sold (by conveyance, contract to sell or otherwise), assigned, transferred or encumbered without the Beneficiary's consent; upon breach of this provision, in addition to any other remedies provided in the Note or Loan Documents, Beneficiary may declare all sums due under the Note and this Deed of Trust immediately due and payable.
- 8. In the event any portion of the Collateral is taken or damaged in an eminent domain proceeding or by casualty or acts of God, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
- 9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 10. The Trustee shall reconvey all or any part of the Collateral covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 11. Upon an uncured default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the applicable laws of the State of Nevada.
- 12. In accordance with the applicable laws of the State of Nevada, Trustee shall deliver to the purchaser at the trustee's sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 13. The power of sale conferred by this Deed of Trust and by the laws of the State of Nevada are not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a

mortgage, and, upon Grantor's default hereunder or under any Loan Document, Grantor may exercise any right or remedy at law or in equity.

- 14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the real property records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.
- 16. This Deed of Trust shall be deemed a security agreement, as defined in the Uniform Commercial Code as adopted and amended by the State of Nevada. The remedies for any violation of the covenants, terms and conditions of the agreements contained herein shall be as prescribed (i) herein, or (ii) by general law, or (iii) by the specific statutory consequences now or hereafter enacted, and specified in the Uniform Commercial Code as enacted by the State of Nevada, all at Beneficiary's sole election.
- As further security for the payment of all indebtedness and performance of all 17. obligations secured hereby, Grantor irrevocably and absolutely assigns to Beneficiary, the rents derived from the Collateral, together with all future leases, and any and all extensions, renewals and replacements hereof. However, as long as no default shall exist in any obligation secured hereby, Grantor may collect assigned rents as the same shall fall due. All rents receivable from or in respect to the Collateral which Grantor shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, the Collateral and the payment of all sums secured hereby. Upon the occurrence of any uncured default in payment of any indebtedness or performance of any obligation secured hereby, all rights of the Grantor to collect and receive rents shall wholly and immediately terminate without notice, and Beneficiary shall thereafter have the absolute right to all such rents until such default is cured. In addition to, and not in limitation of the foregoing, Beneficiary shall have the right to petition the Court of appropriate jurisdiction for the appointment of a receiver of the rents and shall have in addition to the rights and powers customarily given to and exercised by such receiver, the right to enter upon and take possession of the Collateral and manage the same with all rights and options in regard thereto available to Grantor. Grantor expressly waives the posting of bond by such receiver.

- 18. Grantor will not cause or permit any change of more than 50% of the beneficial ownership or voting interest in Grantor, or agree to do any of the foregoing, without first repaying the Note in full.
- 19. Grantor hereby expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever (unless as otherwise required under this Deed of Trust) and waives any right to require Beneficiary to enforce any remedy against any endorser or other person whatsoever prior to the exercise of its rights and remedies hereunder or otherwise. To the extent permitted by applicable law, Grantor waives any right to require Beneficiary to (i) proceed or exhaust any collateral security given or held by Beneficiary in connection with the Note or the Obligations or (ii) pursue any other remedy in Beneficiary's power whatsoever.
- 20. Except to the extent resulting from Beneficiary's acts or omissions occurring prior to the date hereof, and except to the extent resulting from Beneficiary's gross negligence or willful misconduct, Grantor shall indemnify, defend, and hold Beneficiary harmless from and against any and all environmental claims that are asserted at any time against Beneficiary or the Real Property or Collateral, and any and all losses, liabilities, damages, expenses (including reasonable attorneys' fees and disbursements), that Beneficiary suffers or incurs as a result of any such environmental claim or the assertion of any such environmental claim. The foregoing indemnity shall apply if the claim, loss, liability, damage or expense arises out of the negligence or strict liability of Beneficiary or any of its agents, contractors or employees. The provisions of this section 20 shall survive the payment and performance of the Note and the Obligations and the release and satisfaction of this Deed of Trust for a period of fourteen (14) months.
- 21. That if, during the existence of the trust, there be commenced or pending any suit or action affecting the Real Property or Collateral, or any part thereof, or the title thereto, or if any adverse claim for or against the Real Property or Collateral, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and Trustee or Beneficiary may settle or compromise same or the adverse claim, provided that such settlement or compromise has terms that are mutually agreeable to Beneficiary and to Grantor; and in that behalf and for any of the purposes may pay and expend such sums of money as the Trustee or Beneficiary may deem to be necessary.
- 22. The following covenants, Nos. 1, 2 (full replacement value), 4 (default rate under Note), 5, 6, 7 (a reasonable percentage), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust and shall prevail if the express terms of this Deed of Trust are inconsistent with any such Covenants.
- 23. No provision of this Deed of Trust shall be changed, altered, modified or released except by an agreement in writing signed by Grantor and Beneficiary. No compliance with or failure to comply with any provision of this Deed of Trust shall be waived or excused except by a written instrument executed by Beneficiary.



IN WITNESS WHEREOF, this Deed of Trust has been executed as of the day and year first above written.

# **GRANTOR:**

MARYANNE ROAD, LLC,

a Nevada limited liability company

By:

Michael E. Pegram, Manager

By:

Randy Lane Manager

STATE OF NEVADA	)
COUNTY OF Douglas	) ss.
200111 01 <u>3011 (10)</u>	

On July 28, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael E. Pegram, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Manager of Maryanne Road, LLC, a Nevada limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that James S. Bradshaw was authorized to execute the said instrument.

WITNESS my hand and official seal.



Name: Elea Kroz

My commission expires: 5/1/2020

STATE OF NEVADA ) ss.
COUNTY OF Dawies )

WITNESS my hand and official seal.

Name: Ellen Knox

My commission expires: 6/1/200



## EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL A:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 45°27'12" WEST, 1869.80 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE SOUTH 00°28'17" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL A, 1256.65 FEET;

THENCE NORTH 89°29'01" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL A, 656.26 FEET;

THENCE NORTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET;

THENCE NORTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET;

THENCE NORTH 00°00'00" EAST, 36.00 FEET;

THENCE SOUTH 90°00'00" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET;

THENCE NORTH 00°07'06" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 43, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 34;

THENCE NORTH 05°47'59" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 34, 183.33 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 33;

THENCE NORTH 14°49'08" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 33, 184.65 FEET TO THE SOUTHEAST CORNER OF PROPOSED LOT 27;

THENCE NORTH 89°24'17" WEST, ALONG THE SOUTHERLY LINE OF PROPOSED LOTS 27, 26, AND 25, 512.77 FEET;

THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 25, 162.76 FEET;

THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 25, 2.18 FEET;

THENCE NORTH 00°35'43" EAST, 36.00 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 3;

THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 3, 158.37 FEET TO A POINT OF THE NORTHERLY LINE OF SAID PARCEL A;

THENCE SOUTH 89°27'27" EAST, ALONG SAID NORTHERLY LINE, 926.12 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS.

#### PARCEL B:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE- QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL, ALSO BEING THE SOUTHWEST CORNER OF PARCEL A AS SHOWN ON THE RECORD MAP FOR JOYE REEDER, DOCUMENT NO. 351716 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, WHICH BEARS SOUTH 46°11'45" WEST, 3693.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17;

THENCE NORTH 00°33'57" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL A, 870.66 FEET;

THENCE SOUTH 90°00'00" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 22, 196.92 FEET;

THENCE SOUTH 90°00'00" EAST, 36.00 FEET TO A POINT ON PROPOSED LOT 29;

THENCE NORTH 00°35'43" EAST, ALONG THE WESTERLY LINE OF PROPOSED LOT 29, 27.41 FEET;

THENCE SOUTH 89°24'17" EAST, ALONG THE NORTHERLY LINE OF PROPOSED LOTS 29, 30, 31 AND 32, 671.77 FEET:

THENCE SOUTH 14°49'08" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 32, 184.65 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 35;

THENCE SOUTH 05°47'59" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 35, 183.33 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 42;

THENCE SOUTH 00°07'06" WEST, ALONG THE EASTERLY LINE OF PROPOSED LOT 42, 159.18 FEET TO THE SOUTHWEST CORNER OF PROPOSED LOT 43;

THENCE NORTH 90°00'00" EAST, ALONG THE SOUTHERLY LINE OF PROPOSED LOT 43, 157.02 FEET;

THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE NORTHEASTERLY CORNER OF PROPOSED LOT 15;

THENCE SOUTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF PROPOSED LOT 15, 338.29 FEET TO THE NORTHEAST CORNER OF PROPOSED LOT 16;

THENCE SOUTH 00°00'00" EAST, ALONG THE EASTERLY LINE OF PROPOSED LOT 16, 340.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A;

THENCE NORTH 89°29'01" WEST, ALONG SAID SOUTHERLY LINE 666.22 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 12, 2004 AS INSTRUMENT 626472 IN BOOK 1004, PAGE 4600 OF OFFICIAL RECORDS, DOUGLAS COUNTY RECORDS.

### **EXCEPTING THEREFROM THE FOLLOWING:**

LOTS 3, 4, 5, 25 AND 26 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 25, 2005, AS DOCUMENT NO. 658957, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 6, 7, 8, 27 AND 28 OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 23, 2006, AS DOCUMENT NO. 687077, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LOTS 9, 10, 33 AND A PORTION OF REMAINDER PARCEL (LOTS 11 & 34 OF PHASE 2) OF RAIN SHADOW RANCH - PHASE 1, RECORDED JUNE 28, 2007, AS FILE NO. 703979, AS SET FORTH IN PARTIAL RECONVEYANCE RECORDED OCTOBER 12, 2007, AS DOCUMENT NO. 711035, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

## FURTHER EXECPTING THEREFROM THE FOLLOWING:

ANY PORTION OF THE HEREIN DESCRIBED LANDS LYING WITHIN KINGSTON LANE AND ACORN WAY.

REFERENCE IS MADE TO RECORD OF SURVEY FILED WITH THE DOUGLAS COUNTY RECORDER ON FEBRUARY 18, 2015, AS DOCUMENT NO. 857112.



## REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has 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 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 thereunder.

