

APN#: 1022-18-001-011, 013 & 014

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 082834-TEA

When Recorded Mail To:

Evergreen Note Servicing

6121 Lakeside Drive STE 150

Reno NV

89511

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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 _____

Traci Adams

Escrow Officer

Deed of Trust with Assignment of Rents

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

A. P. No. 1022-18-001-011, 013 & 014
Escrow No. 082834-TEA

When recorded mail to:

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

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

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made October 4th, 2016,
between JOSEPH A. GARCIA, a single man, herein
called "Trustor", whose address is: PO Box 2619
Chino, CA 91708, WESTERN TITLE COMPANY,
LLC, a Nevada limited liability company, herein called
"Trustee", and HOLBROOKE STATION, LLC, a Nevada limited
liability company, herein called "Beneficiary", whose address
is: 3281 Highland Way Gardnerville NV 89410.

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust,
with power of sale, all interest of Trustor in that certain
property situate in the County of Douglas, State of Nevada,
more particularly described as follows:

PARCEL 1:

All that portion of the Northeast 1/4 of Section 18,
Township 10 North, Range 22 East, M.D.B.&M., more
particularly described as follows:

BEGINNING at a point on the North line of said Section 18 which bears South 89°31'20" West 2,038.86 feet from the Northeast corner of Section 18, said point being on the Westerly line of Old U.S. Highway 395 as shown on the 1939 Highway maps; thence along the North line of Section 18, North 89°31'20" East, 90.87 feet to a point 25 feet Westerly of the present traveled way; thence along a curve concave to the Northeast with a radius of 20,025 feet, a central angle of 2°31'47" and an arc length of 884.14 feet, the chord of said curve bears South 39°19'07" East 884.07 feet; thence South 40°35'00" East 402.16 feet; thence South 49°25'00" West 44.83 feet to a point on the centerline of Old U.S. Highway 395 as shown on the 1948 Highway maps; thence along a curve concave to the Southwest with a radius of 2,500 feet, a central angle of 14°57'56", an arc length of 653.00 feet, the chord of said curve bears South 19°31'30" East 651.14 feet; thence along a curve concave to the South with radius of 500 feet, a central angle of 8°37'00", and an arc length of 75.19 feet, the chord of said curve bears South 81°11'21" West 75.12 feet; thence South 69°01'35" West 210.59 feet to the beginning of a tangent curve to the right with a radius of 30 feet, and a central angle of 89°34'12"; thence along said curve an arc length of 46.90 feet; thence along a curve concave to the Southwest with a radius of 10,100 feet, a central angle of 7°34'13" and an arc length of 1,334.43 feet; thence North 28°58'25" West 564.86 feet to a point on the North line of said Section 18; thence along said North line North 89°31'20" East 54.72 feet to the point of beginning.

Reference is made to Record of Survey for Holbrooke Station LLC, recorded March 14, 2007, as Document No. 696999, Official Records, Douglas County, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain Deed of Trust recorded in the office of the County Recorder of Douglas County, Nevada on March 20, 2003, as Document No. 570569 of Official Records.

PARCEL 2:

A parcel of land located in the East 1/2 of the Northeast 1/4 of Section 18, Township 10 North, Range 22 East, M.D.B.&M., in Douglas County, Nevada, described as follows:

BEGINNING at a point on the East line of the Northeast 1/4 of said Section 18, from which the Northeast corner of said Section 18 bears North 00°13'20" West, a distance of 937.02 feet;
Thence along said section line South 00°13'20" East, a distance of 523.70 feet;
Thence South 89°46'40" West, a distance of 609.01 feet;
Thence along the East side of the Old Highway North 40°38'00" West, a distance of 687.80 feet;
Thence North 89°46'40" East, a distance of 1,054.89 feet to the POINT OF BEGINNING.

Being also known as Parcel A as shown on the Record of Survey filed for record in the office of the County Recorder of Douglas County, State of Nevada, September 17, 1980 in Book 980 of Parcel Maps at Page 1328, File No. 48619.

TOGETHER WITH that portion of roadway granted by Douglas County, a political subdivision in Quitclaim Deed recorded August 3, 1984 in Book 884, Page 237, as Document No. 104499 and further described as follows:

COMMENCING at the Northeast corner of aforesaid Section 18;
Thence South 00°13'20" East, a distance of 937.02 feet;
Thence South 89°46'20" West, a distance of 1,054.89 feet to a point on the original East right-of-way line of Old State Route 3, said point being the TRUE POINT OF BEGINNING;
Thence South 40°38' East along said right-of-way line, a distance of 687.80 feet;
Thence South 89°46'20" West, a distance of 45.96 feet;
Thence North 40°38' West, a distance of 658.01 feet;
Thence North 49°22' East, a distance of 35.00 feet to the TRUE POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in the certain Deed of Trust recorded in the office of the County Recorder of Douglas County, Nevada on March 20, 2003, in Book 0303, Page 8872 as Document No. 570569 of Official Records.

PARCEL 3:

A Parcel of land located in the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 10 North, Range 22 East, M.D.B.&M., in Douglas County, Nevada, described as follows:

BEGINNING at a point on the Section Line, being the East boundary of the Northeast 1/4 of Section 18, from which the Northeast corner of said Section 18 bears North 00°13'20" West, a distance of 1,460.72;
Thence along the said Section Line South 00°13'20" East, a distance of 715.30 feet;
Thence along the Easterly side of the Old Highway North 40°38'00" West, a distance of 939.44 feet;
Thence North 89°46'40" East, a distance of 609.01 feet to the POINT OF BEGINNING.

Being also known as Parcel B as shown on the Record of Survey filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 17, 1980, in Book 980 of Parcel Maps at Page 1328, File No. 48619.

TOGETHER WITH that portion of roadway granted by Douglas County, a political subdivision in Quitclaim Deed recorded August 3, 1984 in Book 884, Page 240, as Document No. 104500 and further described as follows:

COMMENCING at the Northeast corner of aforesaid Section 18;
Thence South 00°13'20" East, a distance of 2,176.02 feet to a point on the original East right-of-way line of Old State Route 3, said point being the TRUE POINT OF BEGINNING;
Thence North 40°38' West along said right-of-way line, a distance of 939.44 feet;
Thence South 89°46'20" West, a distance of 45.96 feet;
Thence South 40°38' West, a distance of 1,010.34 feet;
Thence North 00°13'20" West, a distance of 53.99 feet to the TRUE POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Deed of Trust recorded in the office of the County Recorder of Douglas County, Nevada on March 20, 2003, in Book 0303, Page 8872 as Document No. 570569 of Official Records.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less

costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$1,250,000.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Maintenance. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement 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 relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; 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 said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Expenses, Fees and Costs. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. Insurance. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada and to provide Beneficiary with copies of such policy on each renewal at least ten (10) days prior to the expiration of the prior policy term. Said insurance shall indicate Beneficiary as an additional insured and shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full

insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Litigation. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, 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. Condemnation Proceeds. Any award of damages in connection with any condemnation for public use of, or injury to said 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 affect as herein provided for disposition of proceeds of insurance.

6. Trustee Obligations. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. Trustee Approval of Map or Plat. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, 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 said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Reconveyance. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".

10. Acceleration. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. Adoption of Covenants. The following covenants Nos. 1, 3, 4 (interest 18%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. Deficiency. 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.

13. Successors. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

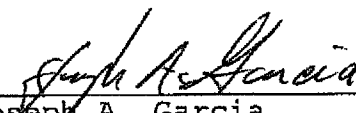
14. Trustee Resignation. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. Captions and Gender. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. No Allocations. The parties agree that no allocation of the face amount of the note need be made between the encumbered properties now, prior to, or at the time of any trustee's sale under the Deed of Trust. Trustor does further agree that the property may be sold in such order as the Beneficiary may designate, or may be sold simultaneously and the sum of the fees and expenses of foreclosure may, in the sole discretion of Beneficiary, be credit bid or recovered at any trustee's sale under the Deed of Trust. Further, a sale of less than all of the property hereby encumbered or any defective or irregular sale made hereunder shall not exhaust the power of sale herein conferred, but subsequent sales hereunder may be made as long and as often as any of the indebtedness secured hereby remains unpaid and any of said property remains encumbered.

17. Due on Sale. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:



Joseph A. Garcia

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STATE OF *Nevada*)
COUNTY OF *Douglas*) ss

This instrument was acknowledged before me on *October 4*, 2016, by JOSEPH A. GARCIA.

[Signature]
Notary Public

