

DOUGLAS COUNTY, NV

2016-889976

Rec:\$19.00

\$19.00

Pgs=6

11/01/2016 03:39 PM

TICOR TITLE - GARDNERVILLE

KAREN ELLISON, RECORDER

APN: 1318-10-417-037

Recording Requested By:

Western Title Co.
5390 Kietzke Lane, Suite 101
Reno, NV 89511

When Recorded Mail To:

Mallard Properties, LLC
a Nevada limited liability company
PO Box 1011
Reno, NV 89504

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

DEED OF TRUST

THIS DEED OF TRUST entered into this 31ST day of OCTOBER, 2016, by and between *Five Star, Inc., a Nevada corporation*, hereinafter called the "Trustor", *Western Title Company, LLC, a Nevada limited liability company*, hereinafter called the "Trustee", *Mallard Properties, LLC, a Nevada limited liability company*, hereinafter called the "Beneficiary", whose address is PO Box 1011, Reno, Nevada 89504.

WITNESSETH:

That Trustor hereby grants, bargains, sells, conveys and confirms unto Trustee, in trust with power of sale, all that certain property situate in the County of Douglas, State of Nevada, being Assessor Parcel No. 1318-10-417-037, more particularly described as follows:

Lot 7, in Block 2, as shown on the map of ZEPHYR HEIGHTS SUBDIVISION, filed in the office of the County Recorder of Douglas County, Nevada, on July 5, 1947, in Book 1 of Maps as File No. 5160.

AND, ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, the hereditaments and the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors for the purpose of securing payment of a maximum indebtedness in the sum of FOUR HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTEEN and 47/100 DOLLARS (\$431,817.47) as follows:

\$431,817.47 evidenced by a Promissory Note of even date herewith with interest thereon, according to the terms of said Note, which Note is specifically referred to, and by said reference is made a part hereof, as if set out in full, executed by Trustor and delivered to Beneficiary, and payable to its order and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to the Trustor when evidenced by a Revolving Line of Credit or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Trustee or to the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to care for the property, keep it in good condition and not alter or damage it and agrees to pay when due all claims for labor performed and materials furnished for 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 or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants, Nos. 1; 3; 4 (12%); 5; 6; 7 (12%); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Deed of Trust.

THIRD: The Trustor will continuously maintain extended coverage, hazard and other insurance, of such type or types and amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said premises; all insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The Policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, the Trustor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustor and the Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the



Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee.

FOURTH: Trustor agrees that they will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by them on account of the last maturing installments of such indebtedness.

SIXTH: Trustor will pay all reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of the Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Deed of Trust or either of them.

SEVENTH: Trustor hereby assigns to the Trustee all rents, income, maintenance fees and other benefits to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

EIGHTH: The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon.

NINTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TENTH: The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the



singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

ELEVENTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance to Beneficiary of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

TWELFTH: The trust created hereby is irrevocable by the Trustor.

THIRTEENTH: The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the following address: _____

FOURTEENTH: In the event the real property described herein securing the Note, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Borrower, or by operation of law, or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the holders hereof, and without demand or notice, shall become immediately due and payable. The Maker acknowledges that in the event of default Nevada Revised Statute 107.080 sets forth the process for foreclosure.

FIFTEENTH: As an express condition of Beneficiary making the loan secured by this Trust Deed, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Trust Estate or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary, in his sole and absolute discretion, even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the Trust Estate contrary to the provisions of this section without the express written consent of Beneficiary, shall constitute an Event of Default and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest immediately due and payable, whether the same be created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

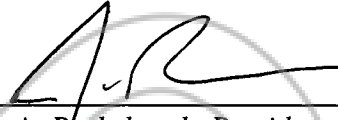
SIXTEENTH: Trustee may resign by giving notice of such resignation in writing or Beneficiary. If Trustee shall die, resign or become disqualified from acting, or shall fail or refuse to exercise its powers hereunder when requested by Beneficiary so to do, or if for any reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall have full power to appoint a substitute trustee and, if preferred, several substitute trustees in



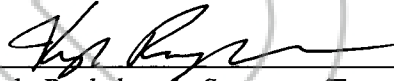
succession who shall succeed to all the estate, rights, powers and duties of the aforementioned Trustee. Upon appointment by Beneficiary and upon recording of the substitution in the land records of the city or county in which the Property are located, any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with the same effect as if originally named as Trustee herein.

IN WITNESS WHEREOF, the Trustor has caused this Deed of Trust to be executed the day and year first above written.

FIVE STAR, INC., a Nevada corporation



Justin Ryckebosch, President

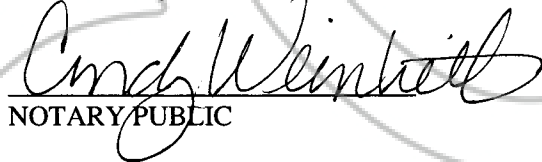


Kyle Ryckebosch, Secretary/Treasurer

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 31 day of October, 2016, before me, a notary public in and for said State, personally appeared Justin Ryckebosch proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

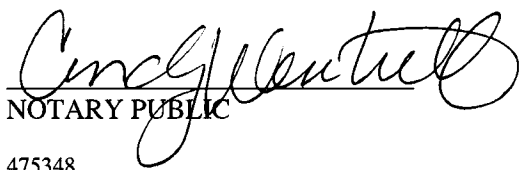
WITNESS my hand and official seal


NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 31 day of October 2016, before me, a notary public in and for said State, personally appeared *Kyle Ryckebosch* proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


NOTARY PUBLIC

475348

