

DARREN ANDERSON
2748 STEWART AVE.
MINDEN, NV 89423

DOUGLAS COUNTY, NV 2016-890817
Rec:\$22.00
Total:\$22.00 11/17/2016 01:23 PM
DARREN ANDERSON Pgs=9



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KAREN ELLISON, RECORDER

Deed of Trust

THIS DEED OF TRUST (the "Trust") dated this 17 day of Nov, 2016

BETWEEN:

Darren Anderson of 2748 Stewart Ave. Minden, NV 89423 and
Daniella Anderson of 2748 Stewart Ave. Minden, NV 89423

(collectively the "Trustor")

OF THE FIRST PART

-AND-

Arlyn Anderson of 80502 Delight Valley School Road, Cottage Grove, OR, 97424, Lane County, and
Joyce Anderson of 80502 Delight Valley School Road, Cottage Grove, OR, 97424, Lane County

(collectively the "Beneficiary")

Background

- A. The Trustor, being registered as owner of the estate in the following described property (the "Property") located at 2748 Stewart Ave. Minden, NV 89423, State of Nevada, United States with the following legal description:

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

"Commencing at the quarter corner common to Sections 33 and 34, Township 14 North, Range 20 East, M.D.B.&M,: thence North 89° 55'20" East 1676.70 feet; thence North 0°02'47" East 1139.50 feet to the True Point of Beginning; thence North 0°02'47" East 185.02 feet; thence North 89°48'13" East 305 feet; thence South 0°02'47" West 185.02 feet more or less to a point; thence South 89°55'20" West 305 feet more or less to the Point of Beginning; being a portion of the West one-half of the Southeast quarter of the Northwest quarter of Section 34, Township 14, Range 20 East, M.D.B. &M."

THE ABOVE DESCRIPTION IS FROM DOC. # 2015-868076

- B. Any buildings or structures on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements located on, above or below the surface of the Property are covered by this Trust. However, no additions, alterations or improvements will be made by the Trustor without the Beneficiary's prior written consent. Any addition, alteration or improvement will be subject to all recorded easements, rights of way, conditions, encumbrances and limitations, and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.

IN CONSIDERATION OF the sum lent to the Trustor by the Beneficiary, in the amount of \$100,000.00 U.S. DOLLARS (the "Principal Amount") for a construction loan on the property at 2748 Stewart Ave. Minden, NV 89423 the receipt of which the Trustor does hereby acknowledge itself indebted, the parties to this Trust agree as follows:

U.C.C. Security Agreement

1. It is agreed that if any of the Property herein trusted is of a nature so that a security interest in the Property can be perfected under the Uniform Commercial Code, this instrument will constitute a Security Agreement and Trustor agrees to join with the Beneficiary in the execution of any financing statements and to execute any and all other instruments that will be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

Governing Law

2. This Trust will be governed by both the law of Nevada and any applicable federal law ("Applicable Law"). All rights and obligations contained in this Trust are subject to any requirements and limitations of Applicable Law.

MATTERS RELATING TO PAYMENT

Promise to Pay

3. The Trustor, for value received, promises to pay to the Beneficiary, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Trust or in any amendment, extension or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

Payment

4. The Trustor agrees to pay the Principal Amount on or before June 1 2017.

Place of Payment

5. The Trustor will make the full principal amount payment at 80502 Delight Valley School Road, Cottage Grove, OR, 97424, Lane County or at a location later specified by the Beneficiary.

Obligation to Pay without Set-off or Delay

6. The Trustor agrees to pay all amounts payable pursuant to this Trust and all additional amounts secured by this Trust without abatement, set-off or counterclaim. Should the Trustor make any claim against the Beneficiary either initially or by way of abatement, set-off or counterclaim, the Trustor agrees that any such claim will not diminish or delay his obligations to make the payments as provided in this Trust.

Full Prepayment Privileges

7. Trustor may, at any time after, prepay the full outstanding balance without penalty.

Discharge

8. When the Trustor pays the Principal Amount, interest and all the other amounts secured by this Trust in full and notifies the Beneficiary in writing, the Beneficiary will execute a Deed or Reconveyance and record it to clear the title to the Property. The Trustor will give the Beneficiary a reasonable time after payment in which to prepare and issue the Deed of Reconveyance.

Covenants and Warranties

9. The Trustor warrants and agrees that:
 - a. the Trustor has good title to the Property;
 - b. the Trustor has the authority to trust the Property;
 - c. on default, the Beneficiary will have quiet possession of the Property;
 - d. the Property is free from all encumbrances;

- e. the Trustor will execute further assurance of the Property as will be required; and
- f. the Trustor has not done any act to encumber the Property.

10. The Trustee warrants and agrees that:

- a. Trustee will preserve the title to the Property and the validity and priority of this Trust and will forever warrant and defend the same for the Beneficiary against the claims of all persons.

Fixtures and Additions

11. The Trustor agrees that the Property includes all property of any kind that is now or at any time in the future attached or fixed to the land or buildings or placed on and used in connection with them, as well as all alterations, additions and improvements to the buildings.

Payment of Taxes and Other Encumbrances

12. The Trustor will pay all taxes and other rates levied on the Property and all accounts for utilities supplied to the Property and all charges, trusts, liens and other encumbrances on the Property when they are due and comply with his other obligations under them. Upon the Beneficiary's request, the Trustor will immediately give receipts showing that the taxes and other accounts have been paid.

No Sale Without Consent

13. The Trustee will not sell, transfer, lease or otherwise dispose of all or any part of the Property or any interest in the Property, or if a corporation, permit a change in control, without the Trustor's and Beneficiary's prior written approval and if approved, without such approved purchaser, transferee or lessee entering an assumption agreement in form satisfactory to the Beneficiary. Acceptance of any payments from a purchaser, transferee or lessee or after a change in control not approved in writing, will not constitute an approval or waiver by the Beneficiary.

Property Insurance

14. Trustor will insure in the Beneficiary's favor all buildings on the Property that are the subject of the Trust. The insurance will include protection against damage by fire and other perils including "extended peril coverage" and any other perils that the Beneficiary requests. The insurance must cover replacement costs of any buildings on the Property in US dollars. The Trustor will choose the insurance company subject to the Beneficiary's right to disapprove. The insurance policies will include a standard trust clause stating that any loss is payable to the Beneficiary. This Trust will be enough proof for any insurance company to pay any claims to the Beneficiary and to accept instructions from the Beneficiary regarding any insurance claims.

DEFAULT AND REMEDIES

Trustor Right to Quiet Possession

15. Until default by the Trustor under this Trust, the Trustor will have quiet possession of the property and all structures on the property after repaying Dubuque Bank and Trust in the amount of \$74,750.

Events of Default

16. The Trustor will be in default under this Trust upon the happening of any of the following events:
 - a. if the Trustor defaults in the payment of the Principal Amount by or before said payment due date;
 - b. if the Trustor defaults in the observance or performance of any term or covenant which the Trustor has agreed to observe or perform under this Trust or elsewhere;
 - c. if any information or statement the Trustor has given or made before, at or after signing the Trust, in respect of the Property or the Trustor's affairs is incorrect or untrue at the time it was given or made;
 - d. if the Trustor ceases or threatens to cease to carry on in a sound businesslike manner, the business in which the Trustor ordinarily conducts on, or with respect to all or any part of, the Property;
 - e. if a petition in bankruptcy is filed against the Trustor, if the Trustor make a general assignment for the benefit of the creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for the overview of the Trustor's affairs or Property, or in the opinion of the Beneficiary, the Trustor becomes insolvent;

Acceleration on Default

17. If at any time the Trustor should be in default under this Trust, then the Principal Amount, interest and all amounts secured by this Trust will, at the option of the Beneficiary, become due and payable immediately.
18. If at any time the Trustor is in default and the Beneficiary does not require the Trustor to pay immediately in full as described above, the Beneficiary will retain the right to seek full immediate payment if the Trustor is in default at a later time. Any forbearance on the part of the Beneficiary upon default, which includes but not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount then due, will not constitute as waiver to enforce acceleration on default.

19. In the event that the Beneficiary elects to accelerate the Trust, the Beneficiary will provide notice to the Trustor in accordance with Applicable Law.

Protection of Beneficiary's Security

20. If at any time the Trustor should fail to uphold the covenants in this Trust, or if a legal proceeding commences which materially affects the Beneficiary's interest in the Property, the Beneficiary may pay or perform any reasonable action as necessary to protect the Beneficiary's interest, which includes, but is not limited to:
 - a. a. payment of insurance premiums and taxes, levies, accruing against the Property;
 - b. payment of sums due secured by a prior lien which has priority over this Trust;
 - c. payment of legal fees in relations to any legal proceedings or legal costs arising from the Property; and
 - d. payment of reasonable costs in repairing and maintaining the Property.
21. Any action referred to in this section is optional for the Beneficiary and the Beneficiary has no duty or obligation to carry out any of the remedies listed in this section and will not incur any liability in the failure to perform such tasks.
22. Any amount disbursed by the Beneficiary in relation to the protection of the Beneficiary's security will become Additional Fees payable by the Trustor.

Power of Sale

23. If at any time the Trustor should be in default under this Trust, the Beneficiary will have the right to foreclose and force the sale of the Property without any judicial proceeding. Any delay in the exercising of this right will not constitute as waiver on the part of the Beneficiary to exercise this option at a subsequent time should the Trustor remains in default or if the Trustor becomes default again in the future.

Remedies on Default

24. The Beneficiary will have the right to pursue all remedies for the collection of the amounts owing on this Trust that are provided for by Applicable Law (both federal and state), whether or not such remedies are expressly granted in this Trust, including but without limitation foreclosure proceedings.
25. If the Beneficiary invokes the power of sale, the Beneficiary will cause the Trustee to execute a written notice of the event of default and the Beneficiary's election to sell the Property. The Beneficiary or the Trustee will mail copies of the notice as prescribed by Applicable Law to Trustor and other persons as required by Applicable Law. The Trustee will

give public notice of sale to the Trustor in the manner provided for by Applicable Law. After the time required by Applicable Law, the Trustee, without demand on the Trustor, will sell the Property at public auction to the highest bidder, at the time and place and subject to the terms indicated in the notice of sale. The Trustee may postpone sale of the Property by public announcement at the time and place of any scheduled sale.

MISCELLANEOUS MATTERS

Interpretation and Headings

26. Headings are inserted for the convenience of the parties to the Trust and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.

Severability

27. If any provision of this Trust will be held invalid or be prohibited by the Applicable Law, such provision will not invalidate the remaining provisions of this Trust and such provisions of the Trust will be amended or deleted as necessary to comply with the Applicable Law.
28. Nothing contained in this Trust will require the Trustor to pay or for the Beneficiary to accept interest in an amount greater than that allowed by Applicable Law. If the payment of interest or other amounts under this Trust would otherwise exceed the maximum amount allowed under Applicable Law or violate any law as to disclosure or calculation of interest charges, then the Trustor's obligations to pay interest or other charges will be reduced or amended to the maximum rate or amount permitted under Applicable Law.

Joint Signatures

29. If the Trustor is more than one person or legal entity, each person or legal entity who signs it will be jointly and severally bound to comply with all covenants and obligations of the Trustor and the said covenants and obligations will bind all of the Trustor's successors and permitted assigns. The Trust will ensure to the benefit of the Beneficiary and the Beneficiary's successors and assigns.

Statutory Covenants

30. The covenants contained in this Trust are additional and supplemental, to the extent permitted by law, the covenants set out in the Applicable Law regarding trusts.

Substitute Trustee

31. The Beneficiary may, at its option, from time to time appoint a new Trustee by an instrument executed and acknowledged by the Trustor and recorded in the office of the Recorder of the county in which the Property is located. The instrument will contain the

name of the original Beneficiary, Trustee, and Trustor, the book and page where the Trust is recorded and the name and address of successor trustee. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee.

Demands and Notices

32. Any notice given by either party in this Trust must be in writing. Unless otherwise provided in this Trust or prohibited by law, where this Trust allows or requires the Beneficiary to make a demand on or give a notice to any person (including the Trustor), the Trustor will make the demand or give the notice by:
 - a. delivering it to the person at the Property or person's last known address;
 - b. by mailing it by prepaid registered mail addressed to the person at the Property or the person's last known address;
 - c. by sending it by facsimile to the person's last known number; or
 - d. where the person is a corporation, by so delivering or sending it to the last known address or number of a director, officer, employee or attorney of the corporation.

33. Any party in this instrument whose address has changed are responsible for notifying the other respective parties of the change in address.

34. Any notice or demand delivered as described will constitute as sufficient delivery. Any notice, demand, mail and facsimile (the "Notice") made will constitute as being effective on the same day that it was sent, unless the day in which the Notice was sent falls on a national holiday, Saturday or Sunday, in which case, the next business day would be considered as the day of receipt.

IN WITNESS WHEREOF the Trustors, have duly affixed their signatures under hand and seal on this 17th day of NOV 2016.

Darren Anderson

Darren Anderson (Trustor)

Daniella Anderson

Daniella Anderson (Trustor)

Trustor Acknowledgement

State of Nevada)

County of C Carson
city

The foregoing instrument was acknowledged before me this 17th day of NOV, 2016, by Darren Anderson, Daniella Anderson

Dulce Ruiz

Notary Public

My commission expires: Oct 28, 2018

