

DOUGLAS COUNTY, NV

2016-892143

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12/15/2016 11:52 AM

ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1320-29-201-011

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 084216-ARJ

When Recorded Mail To:

Michael A. Chilcoat

21955 Via Regina

Saratoga, CA

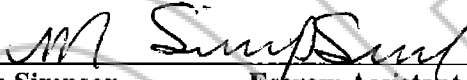
95070

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 _____



Michelle Simpson

Escrow Assistant

Deed of Trust

This document is being recorded as an accommodation only.

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

A. P. No. 1320-29-201-011
Escrow No. 084216-ARJ

When recorded mail to:
Michael A. Chilcoat
21955 Via Regina
Saratoga, CA 95070

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 13, 2016, between Scott M. Smith and Piper L. Smith, Co-Trustees of The Scott M. and Piper L. Smith Revocable Trust dated May 18, 2015, herein called "Trustor", whose address is: 1320 Hwy 395 N., Gardnerville, NV 89460, WESTERN TITLE COMPANY, LLC., a Nevada Limited Liability Company, herein called "Trustee", and Michael A. Chilcoat, a married man as his sole and separate property, whose address is: 21955 Via Regina, Saratoga, CA 95070, herein called "Beneficiary",

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:

SEE EXHIBIT A

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 \$400,000.00, 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. 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 therefore; 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. 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. Said insurance 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 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. 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 supporting to affect the security and will pay all costs and damages arising because of such action.

5. 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 manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. 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. 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. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect 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. 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. 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. The following covenants Nos. 1, 2, 3 (interest 5.00%), 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.

The Scott M. and Piper L. Smith 2015
Revocable Trust dated May 18, 2015



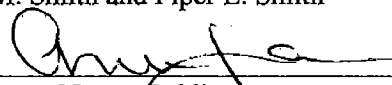
Scott M. Smith, Co-Trustee



Piper L. Smith, Co-Trustee

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on December 13, 2016,
by Scott M. Smith and Piper L. Smith



Notary Public



EXHIBIT "A"

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

A parcel of land located within the Northwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the South 1/4 corner of Section 30, Township 13 North, Range 20 East, M.D.B.&M; thence North 44°45'27" East, 3764.09 feet; thence North 89°54'12" East, 452.43 feet to a 1/2" iron pipe, the point of beginning; thence North 31°01'27" West, 225.30 feet; thence North 71°14'25" East, 145.93 feet; thence South 88°34'40" East, 217.66 feet; thence South 01°14'26" West, 234.26 feet; thence along the South boundary of the parcel described in Deed recorded May 13, 1999 in the office of Recorder, Douglas County, Nevada in Book 699, at Page 575, South 89°54'12" West, 234.58 feet to the point of beginning.

The basis of bearing of this description is South 88°34'40" East, a portion of the South line of Block A as shown on the Map for WINHAVEN UNIT NO. 1 recorded January 13, 1989 in said office of Recorder as Document No. 194373.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on July 18, 2011, as Document No. 786523 of Official Records.

Assessor's Parcel Number(s):
1320-29-201-011