

APN: 1219-10-002-013

WHEN RECORDED MAIL TO:

John E. Johnson, Esq.
Perry, Johnson, Anderson, Miller
& Moscovitz, LLP
438 First Street, 4th Floor
Santa Rosa, CA 95401



KAREN ELLISON, RECORDER

MAIL TAX STATEMENTS TO:

Kate Ibbotson
253 Sierra Country Circle
Gardnerville, NV 89460

DEED OF TRUST

THIS DEED OF TRUST, made this 7 day of April, 2017, between Kate Ibbotson, of 253 Sierra Country Circle, Gardnerville, NV 89460, herein called TRUSTOR, First American Title Company, 1512 US Highway 395 N, Ste. 1, Gardnerville, NV 89410, herein called TRUSTEE, and Steven Pifer and Kevin Pifer, Trustees of the Norma Jo Pifer 1991 Trust, herein called BENEFICIARIES.

TRUSTOR, in consideration of the indebtedness of John A. Pifer recited below, does now irrevocably grant, bargain, sell, assign, and convey to TRUSTEE, in trust, with power of sale, the property commonly known as 253 Sierra Circle, Gardnerville, in Douglas County, Nevada, and more particularly described as follows:

PARCEL 1:

LOT 13 OF SIERRA COUNTRY ESTATES PHASE 1 RECORDED MARCH 28, 1996, BOOK 396, PAGE 4735 AS DOCUMENT NO. 384282 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

PARCEL II:

TOGETHER WITH A 24 FOOT PRIVATE ROAD ACCESS EASEMENT AS SET FORTH ON THE MAP OF SIERRA COUNTRY ESTATES PHASE 1.

(Pursuant to NRS 111.312 this legal description was previously recorded on December 18, 2007, as Document Number 714964)

Together with all the tenements, hereditaments, and appurtenances now or later belonging or in

any wise appertaining. To have and to hold the same, with the appurtenances, to TRUSTEE.

For the purpose of securing payment of \$1,000,000.00, with no interest, by John A. Pifer which represents his unpaid child support, unpaid COLA increases to spousal support and unpaid interest according to the terms of the Settlement Agreement, dated March 7, 2017, between John A. Pifer, Respondent, and Steven Pifer and Keven Pifer, Trustees of the Norma Jo Pifer 1991 Trust, Petitioners, in Sonoma County Superior Court Case No. SCV 58881, entitled *Norma Jo Pifer, Petitioner v. John A. Pifer, Respondent* (the "Settlement Agreement"), payable to BENEFICIARIES. The terms of the Settlement Agreement before the aforementioned Parties are set out in the Separate Settlement Agreement dated March 7, 2017. If the property is insufficient to pay the full \$1,000,000, due from John A. Pifer, TRUSTOR assumes no responsibility for any deficiency.

TRUSTOR covenants as follows:

**SECTION ONE.
OWNERSHIP OF PROPERTY**

TRUSTOR is lawfully seized of an indefeasible estate in fee and, except as otherwise stated, the premises are free from any encumbrances.

**SECTION TWO.
RECONVEYANCE**

On BENEFICIARIES' written request stating that all sums secured by this trust deed have been paid, TRUSTEE shall reconvey, without warranty, the property then held under this trust deed to TRUSTOR. The recitals in any reconveyance accepted under this trust deed of any matters or facts shall be conclusive proof of their truthfulness.

**SECTION THREE.
APPLICATION OF TRUST DEED**

This trust deed applies to, inures to the benefit of, and binds all parties to this agreement, their heirs, legatees, devisees, administrators, executors, successors, and assigns. Whenever the context of this trust deed so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

**SECTION FOUR.
SUCCESSOR TRUSTEE**

BENEFICIARIES and TRUSTOR by stipulation or court order from the Superior Court of the State of California, County of Sonoma, may, from time-to-time, as provided by statute, appoint another TRUSTEE in place of TRUSTEE named in this trust deed, and on such appointment, TRUSTEE named in this trust deed shall be discharged and the TRUSTEE so appointed shall be substituted as TRUSTEE with the same effect as if originally named TRUSTEE.

**SECTION FIVE.
MULTIPLE TRUSTEES**

If two or more persons are designated as TRUSTEE, all powers granted to TRUSTEE may be exercised by any of such persons, if the other person or persons are unable, for any reason, to act; and any recital of such inability in any instrument executed by any of such persons shall be conclusive against TRUSTOR, or TRUSTOR's heirs and assigns.

The undersigned TRUSTOR requests that a copy of any notice of default and of any notice of sale under this trust deed be mailed to TRUSTOR's address set forth above.

TRUSTOR has executed this trust deed the day and year first written above.

Dated: April 7, 2017

Kate Ibbotson
Kate Ibbotson

DEED OF TRUST

(attached)

State of Nevada
County of Douglas County

This instrument was acknowledged by me on April 7, 2017, by Kate Ibbotson.

Kate Ibbotson

Kate Ibbotson

Jodi O. Stovall
(Signature of notarial officer)

