

APN: 1420-29-612-003
1420-29-612-036;
1420-29-612-041;
1420-29-612-042;
1420-29-715-002;
1420-29-715-003;
1420-29-715-021;
1420-29-715-015

Recording Requested by:

James M. Walsh, Esq.
Walsh Baker Rosevear & Loomis, PC
9468 Double R Boulevard, Suite A
Reno, Nevada 89521

LOAN ORIGATION: WHOLESAL MORTGAGE SERVICES, LLC, a Nevada limited liability company, Nevada License #88, NMLS #330418

086411-WLD

CONSTRUCTION DEED OF TRUST

THIS CONSTRUCTION DEED OF TRUST is made this 21 day of April, 2017, by and between, WEST RIDGE HOMES, INC., a Nevada corporation, hereinafter "Trustor"; WESTERN TITLE COMPANY, LLC, hereinafter "Trustee" and VAN POINT, LLC, a Nevada limited liability company, hereinafter "Beneficiary".

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, all that certain real property situate in the County of Douglas, State of Nevada, commonly known as:

1. 1170 San Marcos Circle, Minden, NV, Douglas County APN 1420-29-612-003;
2. 1163 San Marcos Circle, Minden, NV, Douglas County APN 1420-29-612-036;
3. 1105 Country Club Drive, Minden, NV, Douglas County APN 1420-29-612-041;
4. 1107 Country Club Drive, Minden, NV, Douglas County APN 1420-29-612-042;
5. 1111 Country Club Drive, Minden, NV, Douglas County APN 1420-29-715-002;
6. 1113 Country Club Drive, Minden, NV, Douglas County APN 1420-29-715-003;
7. 1104 Country Club Drive, Minden, NV, Douglas County APN 1420-29-715-021;
8. 1117 Country Club Drive, Minden, NV, Douglas County APN 1420-29-715-015;

and more particularly described in Exhibit A.

Trustor further irrevocably grants, transfers, and assigns to Beneficiary the rents, income, issues and profits from the property, absolutely and unconditionally, and not merely as

**This document is being
recorded as an
accommodation only.**

additional security for the indebtedness secured by this Construction Deed of Trust. Prior to the occurrence of an event of default under this Construction Deed of Trust, or the Construction Promissory Note secured hereby, Beneficiary grants permission and a license to Trustor to collect the rent, income, issues and profits of the property as they become due and payable. In the event of a default under the Construction Promissory Note or this Construction Deed of Trust, Beneficiary shall have the right, with or without notice or demand, and with or without taking possession of the property, to collect all rents, issues, royalties and profits, and either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession, and hold, occupy, possess, and enjoy the property, make, cancel, enforce, and modify leases, obtain and eject tenants, and set and modify rents and terms of rent. Beneficiary shall have the further right to sue, and to take, receive, and collect all or any part of the rents, issues, royalties, and profits of the property, and after paying all costs of maintenance, operation, each agreement of trustor incorporated herein or contained herein, and collection, including reasonable attorney's fees, as Beneficiary may deem proper, to apply the balance upon the entire indebtedness then secured by this Construction Deed of Trust. The receipt and application by the Beneficiary of such rents, issues and profits, after execution and delivery of any Notice of Default and Election to Sell, or during the pendency of any Trustee's sale proceedings under this Construction Deed of Trust, shall not cure such breach or default, nor affect the sale proceedings, or any sale made pursuant to this Construction Deed of Trust. All such rents, issues and profits, less the costs of operation, maintenance, each agreement of trustor incorporated herein or contained herein, collection and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the entire indebtedness from time to time outstanding secured by this Construction Deed of Trust, in such order as Beneficiary may determine. If the rents, issues and profits of the property are not sufficient to satisfy the costs, if any, of taking control of and managing the property and collecting the rents, issues and profits thereof, any funds expended by Beneficiary for such purposes shall become indebtedness of the Trustor to Beneficiary and shall be secured by this Construction Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of the disbursement at the rate set forth in the Note secured hereby. Nothing contained herein, nor any collection of rents, issues, profits, and income by Beneficiary, or its agent or a receiver shall be construed to make Beneficiary a "mortgagee-in-possession" of the property, so long as Beneficiary has not itself entered into actual possession of the property.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained.
2. Performance of all terms and conditions of the Construction Loan Agreement executed between Trustor and Beneficiary as to the property encumbered herein.
3. Payment of the indebtedness evidenced by one Construction Promissory Note of even date herewith, and any extension, renewal or additional advances thereof,

in original the principal sum of \$2,120,000.00 executed by Trustor, in favor of Beneficiary.

4. Performance of the Guaranty of Peter M. Beekhof, Jr.
5. Borrower may obtain partial releases of any completed parcel for payment of all funds advanced for construction and acquisition of that parcel plus accrued interest.

TO PROTECT THE SECURITY OF THIS CONSTRUCTION DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at 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.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate set forth in the note secured hereby, and to pay for any statement provided for by law in effect on the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That 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 effect as above provided for disposition of proceeds of fire or other insurance.

(7) That 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 for failure so to pay.

(8) That at any time or from time to time without liability therefore and without notice, upon written request of Beneficiary, and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand

for sale. A notice of default and election to sell shall thereafter be prepared, which notice Trustee shall cause to be filed for record. In the sole discretion of Trustee, Trustee may request of Beneficiary an Affidavit of Beneficiary setting forth facts showing a default by Trustor and Trustee is authorized to accept as true, correct and conclusive all facts and statements contained therein and to act thereon hereunder. Beneficiary may also deposit with Trustee this Construction Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, upon demand of Beneficiary, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, as allowed by law. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Covenant Number 8 of Nevada Revised Statutes 107.030 is hereby adopted by reference. Except for the agent holding the sale, any person may purchase at such sale. Further, the agent holding the sale must not be interested in any purchase at such sale.

Proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

(11) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee name herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(12) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(13) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of

pending sale under any other Construction Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(14) If all or any portion of the property which secures this note is further encumbered or conveyed by makers by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, not caused by the demise of makers, which will effect, in law or equity, a divestiture of makers' interest or title in said property, then and in that event this note 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.

(15) The loan, represented by the Construction Promissory Note secured hereby, was negotiated in the State of Nevada. Nevada law shall be the choice of law, without regard to any conflict of law principle, governing any matter arising from the loan transaction, inclusive, but not limited to, the Construction Promissory Note, and the terms and provisions thereof.

(16) The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Construction Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Construction Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

(a) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

(b) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code, Secured Transactions.

If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) All the real property and all the personal property may be sold, in the manner and at the time and place provided in this Construction Deed of Trust and Security Agreement, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary but subject to any statutory right of Trustor to direct the order in which such property should be sold.

(b) Trustor acknowledges and agrees that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party of personal property under the laws of the State of Nevada, Uniform Commercial Code.

(17) Trustor hereby appoints Beneficiary the attorney-in-fact of Trustor to prepare, sign, file and record this Construction Deed of Trust; one or more financing statements; any documents of title or registration, or like papers, and to take any other action deemed necessary, useful or desirable by Beneficiary to perfect and preserve Beneficiary's security interest against the rights or interests of third persons.

(18) Nevada law shall be the choice of law governing any matter arising hereunder or from the loan transaction. Nevada courts shall be the choice of forum

(19) The provisions of Section 10, above, notwithstanding, Beneficiary shall not conduct a foreclosure sale until after 180 days from the date of the recordation of a Notice of Default. Further, Beneficiary shall accept a "cure" of the matters then in default up to 175 days from the date of the recordation of the Notice of Default. Upon such cure of the amount then in default, including default interest and late charges, together with costs and fees incurred in connection with the default, the Notice of Default shall be rescinded and the Note secured hereby shall be deemed reinstated upon the recordation of such rescission. Upon each subsequent default, the provisions of this paragraph shall apply.

(20) The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

(21) Partial Release. At such time as the Trustor desires to secure release any portion of the Property secured by the Construction Deed of Trust, and as long as the Trustor is not then in default under any term of the Construction Deed of Trust, the Construction Promissory Note issued in favor of Beneficiary, or the Construction Loan, Trustor may pay to Trustee the sum set forth herein for each lot Trustor desires to be released from the Construction Deed of Trust lien. Upon receipt of the total Release Payment, Trustor shall deliver to Beneficiary an appropriate reconveyance document, which Beneficiary shall timely execute and return to Trustor for

recording. Any costs incurred by reason of said release, including any recording fees, fees associated with filing of maps, lot line adjustments or the like shall be paid by the Trustor. Delivery of any Release Payment shall not affect the liability of Trustor for the indebtedness remaining after each release is made, until all indebtedness owed to Beneficiary is paid in full. Any partial release shall be issued as to any rights shall not include water rights appurtenant thereto unless specifically included and agreed to.

(22) Security Interest. This Construction Deed of Trust is made for the purpose of securing payments of a principal indebtedness in the sum of TWO MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS (\$2,120,000.00), evidenced by a Construction Promissory Note of even date herewith, with interest thereon according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to, and any and all extensions or renewals thereof, payment of such additional principal sums with interest thereon as may hereafter be loaned by Beneficiary to Trustor, payment of all other sums with interest thereon becoming due and payable under the provisions hereof to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained and contained in the Construction Promissory Note of even date. This Construction Deed of Trust is further given as security for any and all obligations that may be set forth now or hereafter in any construction loan agreement or other agreements that the parties may execute in reference to the construction project referenced in the Construction Promissory Note. To the extent some or all of the proceeds of the indebtedness referenced in the Construction Promissory Note are used to construct or complete construction improvements, the improvements shall be completed no later than the maturity date of the Construction Promissory Note (or such earlier or later date as Beneficiary may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Beneficiary or Trustee may disburse loan proceeds or under such terms and conditions as Beneficiary may otherwise deem reasonably necessary to ensure that the interest created by this Construction Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Beneficiary or Trustee may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Beneficiary may reasonably request.

In reference to this security interest, upon request by Beneficiary, Trustor shall execute financing statements and take whatever other action is requested by Beneficiary to perfect and continue Beneficiary's and/or Trustee's security interest in personal property, improvements and fixtures related to the construction project and/or this Property. Trustor shall reimburse Beneficiary and Trustee for all expenses incurred in perfecting or continuing this interest. Upon default, Trustor shall not remove, sever or detach the personal property, improvements and/or fixtures from the construction project and/or this Property, but shall assemble such personal property not affixed to the Property and construction project in a manner and at a place reasonably convenient to Trustor and Beneficiary and make it available to Beneficiary within three (3) days after receipt of written demand from Beneficiary or Trustee to the extent permitted by applicable law.

(23) Payment of Claims, Notice of Construction. Trustor promises and agrees to pay when due all claims for labor and materials furnished for any 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, and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

Notice of Construction. Trustor shall notify Beneficiary at least fifteen (15) days before any work is commenced, any services are to be furnished, or any materials are supplied to the Property, if any mechanic's lien, or other lien could be asserted on account of the work, services or materials. Trustor will upon request of Beneficiary furnish to Beneficiary advance assurances satisfactory to Beneficiary that Trustor can and will pay the cost of such improvements.

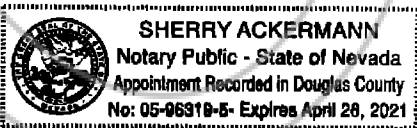
Maintaining Property and Insurance. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsements, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary hereby secured, in an amount sufficient to Beneficiary for hazard and liability insurance, and to deliver the policy to Beneficiary or to the collection agent of Beneficiary, and if 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 proper. Trustor shall promptly notify Beneficiary of any losses to the property, shall make proof of loss promptly, and if the Property has been impaired, in Beneficiary's sole opinion, Trustor shall promptly assign proceeds of insurance to Beneficiary to reduce the indebtedness under the Construction Promissory Note.

TRUSTOR: WEST RIDGE HOMES, INC., a Nevada corporation

By: Peter Beekhof, Jr.
PETER BEEKHOF, JR., PRESIDENT

STATE OF Nevada)
)ss
COUNTY OF Douglas)

On this 21 day of April 2017, personally appeared before me, a Notary Public, Peter Beekhof, Jr., President of West Ridge Homes, Inc., a Nevada corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above instrument, who acknowledged to me that he executed the above instrument in his respective authorized and/or individual capacity as evidenced by signature hereon.



Sherry Ackermann
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 280 in Block A; Lot 313 in Block B; Lot 335 in Block E; Lot 347 in Block F; and Lots 351, 352, 354 and 355 in Block G, as shown on the Final Map #PD99-02-08 of SARATOGA SPRINGS ESTATES UNIT 8, a Planned Development, filed in the office of the Douglas County Recorder on October 18, 2004, as Document No. 626992.

Assessor's Parcel Number(s):

1420-29-612-003
1420-29-612-036
1420-29-715-015
1420-29-612-041
1420-29-612-042
1420-29-715-002
1420-29-715-003
1420-29-715-021