

A. P. No. 1419-35-110-022
Escrow No. 01705161-RLT

When recorded mail to:
Judy and David White
PO Box 943
Genoa, NV 89411

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made November 18, 2017, between JOHN J. NEPPL and TINA M. NEPPL, Trustees of the Neppl Family Trust, dated September 14, 2017, herein called "Trustor", whose address is: 3460 Condor Ridge Road, Yorba Linda, Ca 92886, TICOR TITLE OF NEVADA, INC., a Nevada Corporation, herein called "Trustee", and JUDY WHITE and DAVID WHITE, wife and husband as joint tenants, whose address is: P.O. Box 943, Genoa, NV 89411, herein called "Beneficiary",

WITNESSETH:

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" ATTACHED HERETO AND MADE A PART HEREOF

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 \$110,000.00, 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. 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. 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.

6. 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 effect as herein provided for disposition of proceeds of insurance.

7. 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.

8. 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.

9. 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.

10. 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".

11. 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.

12. The following covenants Nos. 1, 2, 3, 4 (interest 5.50% annually), 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

Order No.: 01705161-RLT

EXHIBIT A

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

PARCEL 1:

Lot 36, Block E, as set forth on the Final Subdivision Map, a Planned Unit Development, PD 05-001 for MONTANA PHASE 2A AND 2B, filed in the office of the Douglas County Recorder, State of Nevada, on December 12, 2006, in Book 1206, at Page 3576, as Document No. 690467, Official Records.

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PARCEL 2:

Together with the following easements for Access:

An easement for non-exclusive access purposes with the Easement Area, created in that certain document entitled "Master Grant Deed" executed by Ronald L. Simek, et al, recorded on December 31, 1996, as Document No. 403934, in Book 1296, Page 4911, of the Official Records of Douglas County, Nevada and by document entitled "Abandonment of a Portion of Private Access Easement" recorded on February 3, 2004 in Book 0204 at Page 897 as Document No. 603678.

A non-exclusive 50 foot wide access easement, created in that certain document entitled "Easement Amendment Deed", executed by Little Mondeaux Limousin Corporation, recorded on February 25, 1998, as Document No. 433367, in Book 298, Page 4658, of the Official Records of Douglas County, Nevada.

An easement for pedestrian and vehicular ingress and egress to and from that certain real property; and the installation, construction, repair, maintenance, and replacement of roadway improvements within the Easement Area, such as, without limitation, asphalt paving, cattle guard, and so forth, created in that certain Document entitled "Grant of Relocatable Private Access Easement (#OS6), executed by Ronald L. Simek, recorded on February 3, 2004, as Document No. 603676, in Book 0204, Page 862, of the Official Records of Douglas County, Nevada.

A 50 foot wide access, irrigation, and utility easement, over and across those certain lands described in document recorded on February 3, 2004, in Book 0204, Page 0954, as Document No. 603680, of the Official Records of Douglas County, Nevada.

A 60 foot private access, private irrigation, and public utility easement, as set forth on the Final Subdivision Map entitled CANYON CREEK MEADOWS PHASE 1, according to the plat thereof filed on February 11, 2004, in Book 0204, Page 4470, as Document No. 604356, of the Official Records of Douglas County, Nevada.

PARCEL 3:

Also Together with the following Reservations, Easements and Covenants for the benefit of Parcel 1, herein:

Together with an appurtenant easement to construct, operate and maintain an irrigation ditch with the right of ingress and egress for maintenance purposes through the existing road as described in Grant of Easement for Right-of-Way recorded on May 11, 1989 in Book 589 at Page 1395 as Document No. 201777.

Also, together with that certain appurtenant easement for a domestic water storage tank or tanks, a well site and an underground water pipeline over those certain lands as described in Easement Deed recorded February 20, 1991, in Book 291 at Page 2198 as Document No. 245153.

Also, together with an appurtenant access easement over that certain land as described in Grant of Easement recorded November 16, 1992 in Book 1192 at Page 2544 as Document No. 293200, as amended by Easement Grant Deed recorded June 25, 1993 in Book 693 at Page 5808 as Document No. 310886, and as amended by Amendment to Easement Agreement and Easement recorded July 23, 1993 in Book 0793 at Page 4480 as Document No. 313255.

Also, together with an appurtenant easement for pipeline or pipelines for sewer and wastewater over those certain lands as described in Grant Easement Deed recorded on January 13, 1993 in Book 193 at Page 1611 as Document No. 297275, and as amended by Amendment to Easement Agreement and Grant Easement Deed recorded August 8, 1994 in Book 0894 at Page 1334 as Document No. 343534, and by Amendment to Easement Agreement and Grant of Easement Deed recorded October 4, 1994 in Book 1094 at Page 420 as Document No. 347603 and by Abandonment of a Portion of Sanitary Sewer Easement recorded on February 3, 2004 in Book 0204 at Page 923 as Document No. 603679.

Easement pursuant to document entitled "Temporary Septic System Easement Agreement", recorded on August 12, 2004 in Book 0804 at Page 4808 as Document No. 621280, Official Records, Douglas County, Nevada.

Reservations pursuant to document entitled "Entry Reservation Memorandum for Parcel 14", recorded March 31, 2005, in Book 0305, Page 14360, as Document No. 640525, Official Records, Douglas County, Nevada.

Easements pursuant to document entitled "Ancillary Easements Memorandum", recorded March 31, 2005, in Book 0305, Page 14366, as Document No. 640526, Official Records, Douglas County, Nevada.

Covenants pursuant to document entitled "Parcel 10 Memorandum", recorded March 31, 2005, in Book 0305, Page 14373, as Document No. 640527, Official Records, Douglas County, Nevada.

Covenants pursuant to document entitled "TC Parcels Memorandum", recorded March 31, 2005, in Book 0305, Page 14381, as Document No. 640528, Official Records and amended by document recorded March 31, 2005, in Book 0305, Page 14388, as Document No. 640529, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Private Storm Drainage and Temporary Sediment Basin Easement", recorded on November 7, 2005 in Book 1105 at Page 3074 as Document No. 660086, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Slope and Private Storm Drainage Easement", recorded on November 7, 2005 in Book 1105 at Page 3083 as Document No. 660087, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Private Access and Public Utility Easement", recorded on November 7, 2005 in Book 1105 at Page 3096 as Document No. 660089, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Private Storm Drainage Easement", recorded on November 9, 2005 in Book 1105 at Page 4074 as Document No. 660295, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Slope Easement", recorded on November 9, 2005 in Book 1105 at Page 4081 as Document No. 660296, Official Records, Douglas County, Nevada.

Easements pursuant to document entitled "Grant of Easement", recorded May 1, 2006, in Book 0506, Page 168, as Document No. 673811, Official Records, Douglas County, Nevada.

Covenants pursuant to document entitled "Memorandum of Agreement", recorded May 1, 2006, in Book 0506, Page 333, as Document No. 673834, Official Records, Douglas County, Nevada.

Easements pursuant to document entitled "Grant of Easements", recorded May 1, 2006, in Book 0506, Page 347, as Document No. 673835, Official Records, Douglas County, Nevada.

Easements pursuant to document entitled "Grant of Easements", recorded May 1, 2006, in Book 0506, Page 377, as Document No. 673836, Official Records, Douglas County, Nevada.

Easements pursuant to document entitled "Reciprocal Parking and Access Easement Agreement", recorded July 24, 2006, in Book 0706, Page 8118, as Document No. 680413, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Mailbox Cluster Easement", recorded December 1, 2006, in Book 1206, Page 66, as Document No. 689800, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Private Access and Public Utility Easement", recorded on September 14, 2007 in Book 0907 at Page 3222 as Document No. 709292, Official Records, Douglas County, Nevada.

Easement pursuant to document entitled "Grant of Slope and Private Storm Drainage Easement", recorded on September 14, 2007 in Book 0907 at Page 3227 as Document No. 709293, Official Records, Douglas County, Nevada.