

A. P. No. 1320-18-000-001,
1320-07-801-012 & 013

Escrow No. 2532103-MK

When recorded mail to:
Duncan Getty
2153 Hwy 395 N
Minden, NV 89423

DOUGLAS COUNTY, NV	2017-908208
Rec:\$35.00	
\$35.00 Pgs=6	12/18/2017 04:02 PM
FIRST AMERICAN TITLE MINDEN	
KAREN ELLISON, RECORDER	

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 13, , 2017, between
ANDREW L. SESOCK and MARIETTA SESOCK, husband and wife as joint tenants,
herein called "Trustor", whose address is: 2181 Hwy 395 N, Minden, NV 89423 ,
FIRST AMERICAN TITLE INSURANCE CORPORATION, a Nebraska Corporation,
herein called "Trustee", and DUNCAN MORGAN GETTY, an unmarried man, , whose
address is: 2153 Hwy 395 N, Minden, NV , herein called "Beneficiary",
89423

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:

PARCEL 1:

A PARCEL OF LAND SITUATE WITHIN THE NORTH 1/2 OF THE
NORTHEAST 1/4 OF SECTION 18 AND WITHIN THE SOUTH 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 20 EAST,
M.D.B.&M., DOUGLAS COUNTY, NEVADA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 7, 8,
17, AND 18, SAID CORNER BEING MARKED WITH A 1/2 INCH STEEL
PIN; THENCE ALONG THE SECTION LINE COMMON TO SECTIONS 7

AND 18, NORTH 89 DEGREES 22'40" WEST, 1,071.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SECTION LINE, SOUTH 00 DEGREES 07'00" WEST, 462.76 FEET TO A POINT; THENCE NORTH 88 DEGREES 54'17" WEST 1,505.09 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 395; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00 DEGREES 22'30" WEST, 475.38 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 89 DEGREES 22'40" EAST, 990.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 22'40" EAST, 279.88 FEET TO A POINT; THENCE SOUTH 89 DEGREES 22'40" EAST, 521.42 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07'00" WEST, 304.85 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL BEING FURTHER SHOWN AS PARCEL 5 ON RECORD OF SURVEY FOR F.A. THAHLED, ET ALS, TRUSTEES, FILED IN THE OFFICE OF THE DOUGLAS COUNTY, RECORDED ON OCTOBER 4, 1984 IN BOOK 1084, PAGE 868, DOCUMENT NO. 108223 OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 13, 2005 IN BOOK 705, PAGE 6253, AS DOCUMENT NO. 0649579 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL II:

PARCEL 4-A-2, AS SET FORTH ON THAT CERTAIN PARCEL MAP LDA #04-060 FOR DUNCAN M. AND MARY S. GETTY, RECORDED APRIL 1, 2005, IN BOOK 0405, PAGE 438, AS DOCUMENT NO. 640704, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL III:

A CERTAIN LOT OR PARCEL OF LAND LOCATED IN THE SOUTHERN PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 13, NORTH, RANGE 20 EAST, M.D.B. & M., AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS NORTH 89 DEGREES 06' WEST 1591.43 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17 AND 18, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M.; THENCE WEST 990.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 395; THENCE NORTH 0 DEGREES 22'30" WEST 220.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE EAST 990.00 FEET; THENCE SOUTH 0 DEGREES 22'30" EAST 220.00 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN DOCUMENT RECORDED OCTOBER 16, 2006, IN BOOK 1006, PAGE 5231, AS DOCUMENT NO. 686456, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

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 \$1,150,000.00, 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 affect 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 at 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.

13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

15. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

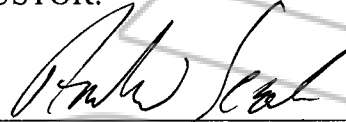
16. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

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17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby 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.

TRUSTOR:




ANDREW L. SESOCK



MARIETTA SESOCK

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 12-15, 2017
by ANDREW L. SESOCK and MARIETTA SESOCK.



Notary Public

 **MARY KELSH**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 98-49567-5 - Expires November 6, 2018