

Recording requested by:
Charles L. Beasley
Susan Hutchinson

And when recorded, mail to:
Dennis P. Clark
Nancy P. Clark
PO Box 909
Gardnerville, NV 89410



KAREN ELLISON, RECORDER

For recorder's use

DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING A PROMISSORY NOTE

This Deed of Trust, made January 2, 2017, between Dennis P. Clark, Nancy B. Clark, Clark Family Trust 2005, whose address is PO Box 909, Gardnerville, NV 89410, as the Trustor, and Charles L. Beasley, Susan Hutchinson, Hutchison Beasley Trust, whose address is PO Box 520, Gardnerville, NV 89410 as the Beneficiary.

1. Trustor hereby **IRREVOCABLY GRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE**,
1.1 the real property in the City of Minden, NV, Douglas County, Nevada, referred to as:

APN: 1320-23-002-056

SEE Exhibit 'A' Attached DC 3/20/20

1.2 TOGETHER WITH the rents, issues and profits of the real property, subject to the provisions of §3.4, herein to collect and apply the rents, issues and profits,

1.3 For the purpose of securing payment of:

- a) the indebtedness evidenced by a promissory note of the same date executed by Trustor, in the sum of \$400,000;
- b) Any additional sums and interest hereafter loaned by Beneficiary to the then record Owner of the real property, evidenced by a promissory note or notes, referencing this Deed of Trust as security for payment;
- c) The Beneficiary's charge for a statement regarding the secured obligations requested by or for Trustor; and
- d) The performance of each agreement contained in this Deed of Trust.

2. To protect the security of this Deed of Trust, Trustor agrees:

2.1 CONDITION OF PROPERTY – To keep the property in good condition and repair; not to remove or demolish any building; to complete and restore any building which may be constructed, damaged or destroyed; to comply with all laws affecting the property or requiring any alterations or improvements to be made; not to commit or permit waste; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary.

2.2 HAZARD INSURANCE – Trustor will continuously maintain hazard insurance against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Beneficiary requires insurance. The insurance will be maintained in the amounts and for the periods Beneficiary requires. The insurance carrier providing the insurance will be chosen by Trustor, subject to Beneficiary's approval, which will not be unreasonably withheld. All insurance policies will be acceptable to Beneficiary, and contain loss payable clauses acceptable to Beneficiary. Beneficiary will have the right to hold policies and renewals.

In the event of loss, Trustor will give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Beneficiary may place the proceeds in a non-interest bearing account to be used for the cost of reconstruction of the damaged improvements. If Trustor fails to reconstruct, Beneficiary may receive and apply the loan proceeds to the principal debt hereby secured, without a showing of impairment.

2.3 ATTORNEY FEES – To appear in and defend any action or proceeding purporting to affect the security, or the rights and powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidencing title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

2.4 TAXES AND SENIOR ENCUMBERANCES – To pay at least 10 days before delinquency: all taxes and assessments affecting the property, including water stock assessments when due, all encumbrances, charges and liens, with interest, on the property which are or appear to be senior to this Deed of Trust; and all expenses of this Deed of Trust.

2.5 ACTS AND ADVANCES TO PROTECT THE SECURITY – If Trustor fails to make any payment or to perform any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust:

- a) Make or do the same to the extent either deems necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the property to do so;
- b) Appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee;
- c) Pay, purchase, contest or settle any encumbrance, charge or lien that appears to be senior to this Deed of Trust.

In exercising the power of this provision, Beneficiary or Trustee may incur necessary expenses, including reasonable attorney fees.

Trustor to immediately pay all sums expended by Beneficiary or Trustee provided for in this Deed of Trust, with interest from date of expenditure at the same rate as the principal debt hereby secured.

3. It is further mutually agreed that:

3.1 ASSIGNMENT OF DAMAGES – Any award of damages made in connection with:

- a) Condemnation for use of or injury to the property by the public, or conveyance in lieu of condemnation; or
- b) Injury to the property by any third party;

is assigned to Beneficiary, who may apply or release the proceeds of such an award in the same manner and with the same effect as above provided for the disposition of hazard insurance proceeds.

3.2 WAIVER – By accepting payment of any sum due after its due date, Beneficiary does not waive Beneficiary's right to either require prompt payment when due of all other sums or to declare a default for failure to pay. Beneficiary may waive a default of any agreement of this Deed of Trust, by consent or acquiescence, without waiving any prior or subsequent default.

3.3 DUE-ON-SALE – If Trustor decides to sell, transfer or convey any interest in the property, legal or equitable, either voluntarily or by operation of law, then Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust immediately due and payable.

3.4 ACCELERATION – If payment of any indebtedness or performance of any agreement secured by this Deed of Trust is in default, Beneficiary may at Beneficiary's option, with or without notice to Trustor, declare all sums secured immediately due and payable by:

- a) Commencing suit for their recovery or for foreclosure of this Deed of Trust
- b) Delivering to Trustee a written notice declaring a default with demand for sale; a written Notice of Default and election to sell to be recorded by Trustee.

3.5 TRUSTEE'S SALE – On default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the secured property under the power of sale granted herein, noticed and held in accordance with Nevada Civil Code §2924 et seq.

3.6 TRUSTOR'S OFFSET STATEMENT - Within 10 days of Trustor's receipt of a written request by Beneficiary, Trustor will execute a written estoppel affidavit identifying for the benefit of any assignee or successor in interest of Beneficiary: the then owner of the secured property; the terms of the secured note, including its remaining principal balance; any taxes or assessments due on the secured property; that the secured note is valid and the Trustor received full and valid consideration for it; and that Trustor understands the note and this Deed of Trust are being assigned.

4. RECONVEYANCE – Upon written request from Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust and the note to Trustee for cancellation, and payment of Trustee's fees, Trustee will reconvey the property held under this Deed of Trust.

5. SUCCESSORS, ASSIGNS AND PLEDGEEES – 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. The term Beneficiary will mean the holders and owner of the secured note, or, if the note has been pledged, the pledgee.

6. TRUSTEE'S FORECLOSURE NOTICES – The undersigned Trustor(s) requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address herein set forth.

Date: 1/2/2018 Trustor: [Signature]
DENNIS Clark

Date: 1/2/2018 Trustor: [Signature]
DENNIS Clark / Nancy Clark

Date: 1-2/2018 Lender: [Signature]
Beasley

Date: 1-2/2018 Lender: [Signature]
Hutchison

State of Nevada
County of Douglas

On 1-2-18 before me, Geri Carlson, personally appeared Dennis Clark, Nancy Clark, Charles Beasley, Susan Hutchison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SEAL

[Signature]
Signature of Notary

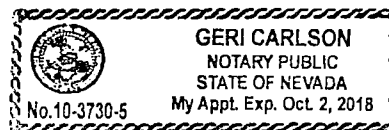


Exhibit 'A'

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Grandview Douglas LLC, a Nevada limited liability company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Dennis P. Clark and Nancy Beasley Clark, Trustees of the Clark Family Trust Agreement dated 9/28/05

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Minden, County of Douglas State of Nevada bounded and described as follows:

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

Parcel 1:

Lot 49 as Shown on the Map (PD 99-12-01) OF GRANDVIEW ESTATES, PHASE 1, Filed in the Office of the Douglas County Recorder On January 6, 2003, File No. 562908.

Parcel 2:

A Non-Exclusive Stormwater Drainage Easement as Set Forth In Grant Of Stormwater Drainage Easement And Maintenance Agreement Dated June 27, 2011, Recorded July 22, 2011 As Instrument No. 786781 Of Official Records.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 05/19/2017