

DOUGLAS COUNTY, NV

2018-916834

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FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

APN: 1319-198-100-17
Escrow No. 00237892 - 016- 17

When Recorded Return to:
Dwight Douglas Englekirk et al
P.O. Box 1274
Zephyr Cove, NV 89448

237892-DR

SPACE ABOVE FOR RECORDERS USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this July 12, 2018 between **Todd E. Leigh and Carola L. Leigh, Trustees of the Leigh Community Property Trust, dated September 10, 2009** TRUSTOR, whose address is 7366 Rancho Ventana Tr. San Diego, CA 92127, **FIRST CENTENNIAL TITLE COMPANY OF NEVADA, TRUSTEE, and Dwight Douglas Englekirk, a married man, as his sole and separate property, as to an undivided 33.34% interest and Robert Mark Englekirk, a married man, as his sole and separate property, as to an undivided 33.33% interest and Jennifer Lynn Englekirk, a single woman, as to an undivided 33.33% interest, as tenants in common, BENEFICIARY,** whose address is P.O. Box 1274, Zephyr Cove, NV 89448, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of NEVADA described as:

See Exhibit A attached hereto and made a part hereof.

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of **\$930,000.00**, with interest thereon 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; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

SPACE BELOW FOR RECORDER

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

COUNTY	BOOK	PAGE	DOC. NO
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782

COUNTY	BOOK	PAGE	DOC. NO.
Lincoln			45902
Lyon	37 Off. Rec.	341	100661
Mineral	11 Off. Rec.	129	89073
Nye	105 Off. Rec.	107	04823
Ormsby	72 Off. Rec.	249	32867
Pershing	11 Off. Rec.	249	66107
Storey	"S" Mortgages	206	31506
Washoe	300 Off. Rec.	517	107192
White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

SPACE BELOW FOR RECORDER

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Signature of Trustor

The Leigh Community Property Trust, dated September 10, 2009

Todd E. Leigh, Co-Trustee
By: Todd E. Leigh, Co-Trustee

Carola L. Leigh, Co-Trustee
By: Carola L. Leigh, Co-Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF

On _____, 20____, before me, _____ a (Notary Name), personally appeared Todd E. Leigh and Carola L. Leigh, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

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

Witness my hand and official seal.

NOTARY PUBLIC

SPACE BELOW FOR RECORDER

*See attachment
Notary Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

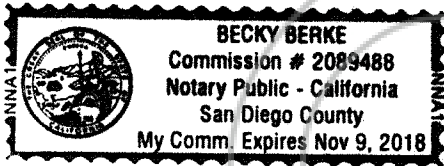
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On July 13, 2018 before me, Becky Berke, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Todd E. Leigh
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Becky Berke
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed of Trust With Assign. of Rents Document Date: 7-12-18
Number of Pages: 9 Signer(s) Other Than Named Above: Carola L. Leigh

Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd E. Leigh
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

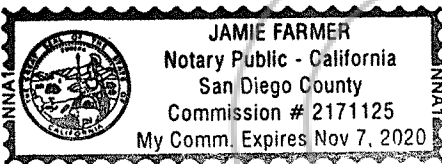
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego
On July 13, 2018 before me, Jamie Farmer, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Carola L. Leigh
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jamie Farmer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DOT with Assignments of Funds Document Date: July 12, 2018
Number of Pages: 9 Signer(s) Other Than Named Above: Todd E. Leigh

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carola L. Leigh
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"
Legal Description

All that portion of Lot 5, 6 & 7, as shown on the map of KINGSBURY ESTATES UNIT NO. 2, filed in the office of the County Recorder of Douglas County, Nevada, on June 6, 1962, as Document No. 20174, Official Records, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 5;

thence South 50° 40' 20" East 135.52 feet;
thence South 55° 20' 23" West 334.06 feet;
thence West 18.00 feet;
thence along a tangent curve to the left with a radius of 12.00 feet, a central angel of 90° 00' 00", and an arc length of 18.85 square feet;
thence South 34.75 feet;
thence South 50° 31' 07" West 1.52 feet;
thence North 64° 03' 24" West 77.37 feet;
thence North 25° 56' 36" East 61.03 feet;
thence along a curve concave to the Southeast with a radius of 170.00 feet; a central angle of 22° 59' 48", and an arc length of 68.23 feet, the cord of said curve bears North 37° 26' 24" East 67.77 feet;
thence North 48° 56' 36" East 233.42 feet, thence along a curve concave to the Northwest with a radius of 230.00 feet, a central angle of 9° 36' 51", and an arc length of 38.59 feet to the point of beginning.

The above metes and bounds description appeared previously in that Boundary Line Adjustment Grant, Bargain, Recorded August 8, 2008 in Book 0808, Page 1410 as Document No. 0728200, Official Records.

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