DOUGLAS COUNTY, NV Rec:\$35.00

2018-917183

07/25/2018 10:59 AM

Pgs=4

Total:\$35.00 FRANK GOODSON

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT DOES NOT CONTAIN A SOCIAL SECURITY NUMBER PER NRS 239B.030. APN No. 1220-10-811-002

KAREN ELLISON, RECORDER

Recording Requested by: **DAVID KURTZMAN**

Mail tax statements to: FRANK & LILLIE GOODSON P.O. Box 11331 Zephyr Cove, NV 89448

And When Recorded Mail Document to: **DAVID KURTZMAN** P.O. Box 14296 South Lake Tahoe, CA 96151

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 25 H day of July, 2018 between L. FRANK GOODSON and LILLIE L. GOODSON, husband and wife, as joint tenants with right of survivorship, herein called TRUSTORS, whose address is: P.O. Box 11331, Zephyr Cove, Nevada, and DAVID KURTZMAN, a married man as his sole and separate property herein called BENEFICIARY and TRUSTEE, whose address is: P.O. Box 14296, South Lake Tahoe, CA 96151.

WITNESSETH: That Trustors IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada described as:

See attached Exhibit "A"

Which has the address of: 1030 Riverview Drive, Gardnerville, Nevada (and is the current residence of the Trustors)

DUE ON SALE CLAUSE:

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiaries shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustors incorporated by reference or contained herein. 2. Payment of indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$15,000.00 or any portion thereof (to be loaned \$3,750.00 in the months of July, August, September and October, 2018) executed by Trustors in favor of DAVID KURTZMAN, Beneficiary.

3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured. **TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:** By the execution and delivery of the Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the Page, or Document No. of Official records in the Office of the County Recorder of the County where said property is located, noted below:

COUNTY BOOK PAGE

Douglas 1286 Off. Rec. 316 223111

(which provisions, identical to all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made apart hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address herein before set forth.

Signature: L. FRANK GOØDSON

State of Nevada

County of]

On this day of ______, 2018 before me, a Notary Public, personally appeared L. FRANK GOODSON and LILLIE L. GOODSON, personally known to me (or 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 capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and of ficial seal.

Notary Public

DONNA S. KRUGER

NOTARY PUBLIC

STATE OF NEVADA

My Appt. Exp. Sept. 17, 2020

No. 96-5609-5

Signature: LILLIE L. GOODSON

EXHIBIT "A" Legal Description

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

Parcel 1:

All that certain lot, piece, parcel or portion of land situate, lying and being within Section 10, Township 12 North, Range 20 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

Lot 70, as shown on the map of Gardnerville Ranchos Unit No. 3, according to the map thereof filed in the Office of the Recorder of Douglas County, State of Nevada, on June 1, 1965, in Book 28 at Page 117, as Document No. 28310 and amended on June 4, 1965, in Book 81 at Page 687, as Document No. 28378.

Together with all that portion of Lot 71, as shown on aforesaid map described as follows:

Commencing at the Southeasterly corner common to said Lots 70 and 71, which point is the True Point of Beginning; thence along the Southeasterly line of said Lot 71, South 43°00'30" West a distance of 1.02 feet; thence leaving said line North 46°58'42" West a distance of 181.38 feet; thence South 47°58'45" West a distance of 129.51 feet to a point on the Southwesterly line of said lot 71; thence along the boundary of said Lot 71, North 46'59'30" West a distance of 62.40 feet; thence North 11°03'30" West a distance of 114.88 feet; thence North 84°57'30" East a distance of 84.15 feet; thence South 46°59'30" East a distance of 291.77 feet to the True Point of Beginning.

Parcel 2:

Together with and subject to a 12.00 foot wide private access easement for the mutual use and benefit of the owners of Lots 70 and 71 and more particularly described as follows:

All that portion of Lots 70 and 71, as shown on the Official Map of Gardnerville Ranchos Unit No. 3, according to the map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada, on June 1, 1965 in Book 28 at Page 117, as Document No. 28310 and amended on June 4, 1965 in Book 81 at Page 687, as Document No. 28378, lying 6.00 feet on either side of the following described centerline:

Commencing at the Southeasterly corner common to said Lots 70 and 71; thence along the Southeasterly line of said Lot 70, North 43°00'30" East a distance of 16.50 feet to the True Point of Beginning of the centerline of this 12.00 foot wide private access easement; thence leaving said Southeasterly line of Lot 70 North 64°37'42" West a distance of 40.18 feet; thence North 69°43'14" West a distance of 29.99 feet; thence North 51°18'27" West a distance of 38.43 feet; thence North 61°08'25" West a distance of 45.06 feet; thence North 79°27'20" West a distance of 44.12 feet to the terminus point of this 12.00 foot wide private access easement.

Reference is hereby made to that certain Record of Survey Map, recorded on August 22, 1994, in Book 894, Page 3778, as Document No. 344484.

Note: the above legal description previously appeared in document recorded September 5, 2013, as Document No. 830102, Official Records of Douglas County, Nevada.

