

DOUGLAS COUNTY, NV

2018-923070

Rec:\$35.00

\$35.00

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11/30/2018 01:39 PM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

APN: 1318-26-101-003
Escrow No. 00240846 - 004- 12

When Recorded Return to:
219KingsburyGradeLLC
Attn: Jason Kristal
PO Box 11058
Zephyr Cove, NV 89448

240846-CD

SPACE ABOVE FOR RECORDERS USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this November 15, 2018 between Fenwen Kingsbury Station, LLC, a Nevada Limited Liability Company TRUSTOR, whose address is PO Box 190, Minden, NV 89423, FIRST CENTENNIAL TITLE COMPANY OF NEVADA, TRUSTEE, and 219KingsburyGradeLLC, BENEFICIARY, whose address is PO Box 11058, 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 \$ 1,700,000.00 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.

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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	

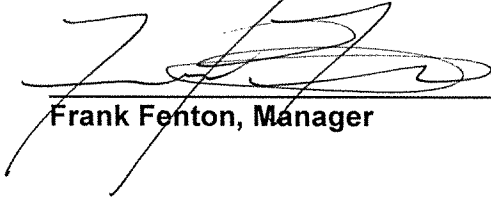
shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a 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.

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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

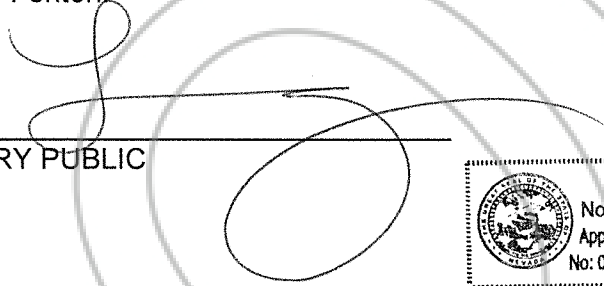
Fenwen Kingsbury Station, LLC



Frank Fenton, Manager

STATE OF NEVADA
COUNTY OF Washoe

This instrument was acknowledged before me on 11.29.18,
by Jessey Fenton



NOTARY PUBLIC

 **LORI HENRY**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-72697-2 - Expires November 3, 2021

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Exhibit A

Parcel No. 1:

A portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 13 North, Range 18 East, M.D.B. & M., described as follows:

Beginning at a point in the Southerly right of way line of Kingsbury Grade, as described in the conveyance to the County of Douglas, recorded June 5, 1957, in Book C-1 of Deeds at Page 417, Douglas County, Nevada, records, from which the Section corner common to Sections 22, 23, 26 and 27 of said Township and Range bears North $76^{\circ}47'50''$ West a distance of 388.80 feet; thence South $17^{\circ}46'$ East a distance of 90.00 feet, to the Point of Beginning; thence North $81^{\circ}11'57''$ East a distance of 138.00 feet; thence South $10^{\circ}12'28''$ East a distance of 175 feet to a point; thence in a southwesterly direction to a point which is South $17^{\circ}40'$ East a distance of 180 feet from the Point of Beginning.

Parcel No. 2:

Together with a 15 foot easement lying easterly of the second bearing of parcel herein described as South $10^{\circ}12'28''$ East and running to Kingsbury Grade Road, for purpose of ingress and egress and utility purposes.

Note: the above metes and bounds description previously appeared in document recorded December 19, 1989, in Book 1289, Page 2074, as Document No. 216766, of Official Records.

Parcel No. 3:

A non-exclusive ingress/egress easement as set forth in that certain document entitled "Grant, Bargain and Sale Easement Deed, recorded June 17, 2013, in Book 613, Page 4458, as Document No. 825528, Official Records of Douglas County, Nevada and more fully described as follows:

All that portion of the parcel described in Quitclaim filed for record on December 19, 1989 in Book 1289, Page 2084, more particularly described as follows:

Beginning at the North most point of said Parcel; thence South $10^{\circ}12'28''$ East 100.44 feet; thence South $81^{\circ}11'57''$ West 48.78 feet; thence North $10^{\circ}12'28''$ West 99.27 feet; thence along a non-tangent concave to the Southeast having a radius of 960.00 feet, a central angle of $02^{\circ}54'40''$ and an arc length of 48.77 feet, the chord of said curve bears North $79^{\circ}49'49''$ East 48.77 feet to the Point of Beginning.

Note: the above metes and bounds description previously appeared in document recorded November 22, 2017, as Document No. 2017-907258, of Official Records.

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Parcel No. 4:

A permanent, non-exclusive easement, for shared access, and subject to the terms and agreements, as set forth in that certain document entitled "Access Easement", recorded March 3, 2017, as Document No. 895430, Official Records of Douglas County, Nevada.

Parcel No. 5:

A permanent, non-exclusive easement, for parking and storage, and subject to the terms and agreements, as set forth in that certain document entitled "Permanent Easement", recorded March 3, 2017, as Document No. 895431, Official Records of Douglas County, Nevada.

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