



KAREN ELLISON, RECORDER

APN 1420-28-510-043

When recorded mail to
STEPHEN R HARRIS
6151 LAKESIDE DR
SUITE 2100
RENO, NV 89511

Mail property tax statements to
JARED W AND SUSAN E N CLARK
2952 SAN FERNANDO STREET
MINDEN, NV 89423

The undersigned hereby affirms that this document
Submitted for recording does not contain the
Social security number of any person or persons
(Pursuant to NRS 239(b) 030)

SHORT FORM DEED OF TRUST

This Short Form Deed of Trust is effective as of the 28th day of November, 2018, between JARED W CLARK and SUSAN ELIZABETH NAOMI CLARK, as TRUSTEES of THE CLARK FAMILY REVOCABLE LIVING TRUST dated 4/7/06, as amended (“Trustors”), JEFFREY L HARTMAN, 510 W Plumb Lane, Ste B, Reno, NV 89509 (“Trustee”), and STEPHEN R HARRIS, 6151 Lakeside Drive, Ste 2100, Reno, NV 89511 (“Beneficiary”)

WITNESSETH that Trustors grant, transfer and assign to Trustee, in trust, with power of sale, all of Trustors’ interest in that certain real property in Douglas County, Nevada, located at 2952 San Fernando Street, County of Douglas, State of Nevada, more particularly described as follows

Lot 17 in Block B as set forth on the official plat of MISSION HOT SPRINGS UNIT NO 1, filed in the office of the Recorder of Douglas County, Nevada, on July 1, 1987, in Book 767 at Page 001 as Document No 157492 of Official Records and that certain Certificate of Amendment recorded October 19, 1990 in Book 1090 at Page 2957 as Document No 237003

Commonly described as 2952 San Fernando Street, Minden, NV 89423

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto, for the purpose of securing payment and performance of all obligations including the payment obligations evidenced by that

certain Secured Promissory Note dated November 28, 2018 (collectively the "Deed of Trust"), and any extension or renewal thereof

ADDITIONAL PROVISIONS OF THIS DEED OF TRUST ARE ATTACHED HERETO AS EXHIBIT "1" AND INCORPORATED HEREIN BY THIS REFERENCE

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

IN WITNESS WHEREOF, this instrument has been executed, on the date first set forth above

By [Signature]
JARED W CLARK, TRUSTEE OF
THE CLARK FAMILY REVOCABLE
LIVING TRUST DATED 4/7/06,
AS AMENDED

Address: 2952 San Fernando Street, Minden
Nevada 89423

By [Signature]
SUSAN E N CLARK, TRUSTEE OF
THE CLARK FAMILY REVOCABLE
LIVING TRUST DATED 4/7/06,
AS AMENDED

Address: 2952 San Fernando Street, Minden
Nevada 89423

STATE OF NEVADA)
) ss.
County of Washoe)

This instrument was acknowledged before me on this 27th day of November, 2018, by JARED W CLARK, TRUSTEE of THE CLARK FAMILY REVOCABLE LIVING TRUST DATED 4/7/06, AS AMENDED

Hannah Olivia Bass
Notary Public



STATE OF NEVADA)
) ss.
County of Washoe)

This instrument was acknowledged before me on this 27th day of November, 2018, by
SUSAN E N CLARK, TRUSTEE of THE CLARK FAMILY REVOCABLE LIVING TRUST
DATED 4/7/06, AS AMENDED

Hannah Olivia Bass
Notary Public



COPY

EXHIBIT "1"

ADDITIONAL PROVISIONS

1 The following events shall each constitute an event of default under this Deed of Trust (each an "Event of Default")

(a) failure to perform or observe any of the terms, conditions or obligations hereunder, and

(b) an occurrence of any "Event of Default" under the Deed of Trust or under any other contract, promissory note or deed of trust made by Trustors in favor of Beneficiary or any entity affiliated with Beneficiary

Upon the occurrence of any Event of Default under this Deed of Trust and/or under any other instrument or document evidencing, securing or executed in connection with the Deed of Trust Agreement, Beneficiary shall be entitled to declare all sums secured hereby immediately due and payable and to proceed at once to exercise any and all remedies available at law or equity, including, but not limited to the remedies set forth in the Deed of Trust and the power of sale provided by NRS chapter 107

2 Trustors shall promptly file all federal, state, county, municipal and city income and other tax returns required to be filed by it and will pay all taxes and other Impositions which have become due pursuant to such returns or pursuant to any assessments or charges received by it For purposes of this paragraph, "Impositions" means all real estate and personal property taxes, insurance premiums, water, gas, sewer, electricity and other utility rates and charges, homeowners association dues, charges for any easement, license or agreement maintained for the benefit of the Property, and all other taxes, charges and assessments, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Property or the ownership, use, occupancy or enjoyment thereof, together with any interest, costs or penalties that may become payable in connection therewith

3 Subject to the terms and conditions of the Note or Deed of Trust, Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the collateral or other property as a whole or in separate parcels, in any order that Beneficiary may designate

4 Trustors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Beneficiary requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Beneficiary requires What Beneficiary requires pursuant to the preceding sentences can change during the term of the Deed of Trust The insurance carrier providing the insurance shall be chosen by Trustors subject to Beneficiary's right to disapprove Trustors' choice, which right shall not be exercised unreasonably Trustors shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Trustors

If Trustors fails to maintain any of the coverages described above, Beneficiary may obtain insurance coverage, at Beneficiary's option and Trustors' expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Beneficiary, but might or might not protect Trustors, Trustors' equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Trustors acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Trustors could have obtained. Any amounts disbursed by Beneficiary under this Section 4 shall become additional debt of Trustors secured by this Deed of Trust. These amounts shall be payable upon notice from Beneficiary to Trustors requesting payment.

All insurance policies required by Beneficiary and renewals of such policies shall be subject to Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Beneficiary as mortgagee and/or as an additional loss payee. Beneficiary shall have the right to hold the policies and renewal certificates. If Beneficiary requires, Trustors shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. If Trustors obtains any form of insurance coverage, not otherwise required by Beneficiary, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Beneficiary as mortgagee and/or as an additional loss payee.

In the event of loss, Trustors shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustors. Unless Beneficiary and Trustors otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Property. Fees for public adjusters, or other third parties, retained by Trustors shall not be paid out of the insurance proceeds and shall be the sole obligation of Trustors.

If Trustors abandons the Property, Beneficiary may file, negotiate and settle any available insurance claim and related matters. If Trustors does not respond within 30 days to a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Beneficiary acquires the Property after Trustors' abandonment of the Property, Trustors hereby assigns to Beneficiary (a) Trustors' rights to any insurance proceeds, and (b) any other of Trustors' rights (other than the right to any refund of unearned premiums paid by Trustors) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. In such case, Beneficiary may use the insurance proceeds either to repair or restore the Property.

The amount collected under any fire insurance policy shall be credited first, to accrued interest, next to expenditures hereunder, and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustors, without liability upon the Trustee for such release.

5 Trustors shall properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon, to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances and regulations requiring any alterations or improvements to be 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 law, to cultivate, irrigate, fertilize,

fumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character or use of said property, maybe reasonable necessary, the specific enumeration's herein not excluding the general

6 The Trustors agrees to pay and discharge all costs, fees and expenses incurred by Beneficiary to enforce the terms hereof, including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided

7 Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by Beneficiary on behalf of Beneficiary in the same manner and with the same affect as herein provided for disposition of proceeds of insurance

8 Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or action or proceeding of any kind in which Trustors, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee

9 Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay

10 Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed to Trustee for cancellation and retention 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", and Trustee is authorized to retain this Deed of Trust

11 Upon Default and exercise of the power of sale by the Beneficiary the Trustors hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser

12 (a) As used herein, the term "Hazardous Substances" shall mean any or all of the following (i) any and all hazardous substances, hazardous materials, toxic substances or solid waste as defined in the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation Act of 1976, as amended, and the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, or any other Legal Requirement related to hazardous substances and the regulations promulgated thereunder, (ii) any substance or materials listed as hazardous or toxic in the United States Department of Transportation Table, by the Environmental Protection Agency or any successor agency or under any Federal, state or local laws or regulations, (iii) any asbestos, poly-chlorinated biphenyls, urea formaldehyde foam, explosives or radioactive waste, or (iv) any other chemical, material or substance which is not classified as hazardous or toxic but exposure to which is prohibited, limited or regulated by any Federal, state, local or other governmental authority having jurisdiction over the Property Notwithstanding the foregoing, the term Hazardous Substances shall not include such substances to the extent that such substances are customarily used in construction of improvement to real property

(b) Trustors shall comply with any and all legal requirements regarding the presence or removal of Hazardous Substances on the Property, shall pay immediately, when due, the costs of removal from the Property of any such Hazardous Substances which are required to be removed pursuant to any legal requirement and shall keep the Property free of any lien which may arise pursuant to such Legal Requirements. The Trustors shall not, and shall not permit any person or entity to release, discharge, or dispose of any Hazardous Substances on the Property except in compliance with all legal requirements and, if the same shall exist, Trustors shall immediately remove or cause to be removed from the Property such Hazardous Substances to the extent required to be removed pursuant to any legal requirement.

(c) Without limiting any of the remedies provided in the herein or in the Deed of Trust, Trustors acknowledge and agree that this section 13 is an environmental provision (as defined in NRS 40 502) made by the Trustors relating to the Property (the "Environmental Provision"), and that Trustors' failure to comply with the Environmental Provision is a breach of contract such that Beneficiary shall have the remedies provided under NRS 40 508 for the recovery of damages and for the enforcement of the Environmental Provision. Pursuant to NRS 40 430, Beneficiary's action for recovery of damages or enforcement of the Environmental Provision shall not constitute an action within the meaning of NRS 40 430 or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of NRS 40 455.

13 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.

14 Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15 In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any further holder, including pledgees, of the interests secured hereby.

16 Where not inconsistent with the above, the following covenants, Nos 1, 2 (the full replacement value of the improvements located on the Property), 3, 4 (10%), 5, 6, 7 (as provided in the Deed of Trust), 8, 9 of NRS 107 030 are hereby adopted and made a part of this Deed of Trust.