

A.P.N.s 1319-09-602-007  
1319-09-602-009  
1319-10-210-012



KAREN ELLISON, RECORDER

**Recording Requested by and when  
Recorded Return to:**

John F. Murtha, Esq.  
Woodburn and Wedge  
6100 Neil Road, Suite 500  
Reno, NV 89511

**Mail Tax Statements to:**

Antone Cochran  
PO Box 452  
Genoa, NV 89411

The undersigned hereby affirm that this document,  
including any exhibits, submitted for recording does  
not contain the social security number of any person  
or persons (Per NRS 239B.030)

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**DEED OF TRUST**

This DEED OF TRUST is dated November 20, 2018, among Genoa and Main, LLC, a Nevada limited liability company, whose address is PO Box 452, Genoa, Nevada 89411 ("**Grantor**"); Bank of the West, a California corporation, whose address is 13220 California Street, Omaha NE 68154 (referred to below sometimes as "**Lender**" and sometimes as "**Beneficiary**"); and First American Title Insurance Company, a California corporation (referred to below as "**Trustee**").

**1. CONVEYANCE AND GRANT; LIMITATION.** Except as specifically provided in this Section 1, for valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "**Real Property**") located in Douglas County, in the State of Nevada:

See the legal description attached to this Deed of Trust as **Exhibit A** and made a part of this Deed of Trust as if fully set forth herein.

The commonly known addresses of the Real Property are: 2342 Genoa Street, 2346 Genoa Street and 2339 Main Street, Genoa, Nevada.

Grantor presently, absolutely, and irrevocably assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property.

*Notwithstanding the foregoing, in the event of a voluntary sale of the Property, a condemnation (partial or total), a foreclosure sale under this Deed of Trust, a loss covered by insurance or any other divestment of Grantor's interests in the Property or the implementation of the collection of rents provisions hereof ("Triggering Event"), the proceeds shall be applied ten percent (10%) on account of the membership interests in Grantor held by David R. Cochran and Kara M. Hayes and ninety percent (90%) on account of the membership interests in the Grantor held by the Arlene H. Cochran Living Trust.*

*Furthermore, Grantor acknowledges that the Sale of the Property provisions of Section 5, hereof, that prohibit the sale of the Property without Lender's prior written consent are essential to this Deed of Trust to prevent the sale or disposition of the Property for less than its fair market value.*

**THIS DEED OF TRUST IS GIVEN TO SECURE: (A) PAYMENT OF THE JUDGMENT; AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE RELATED DOCUMENTS. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**2. PAYMENT AND PERFORMANCE.** This Deed of Trust secures: (a) *payment of the Judgment under its terms, Nevada law and the terms of the Settlement Agreement;* as well as (b) the Obligated Parties' performances of their obligations under any and all of the Related Documents.

**3. STATUTORY COVENANTS.** The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7 and 8 of N.R.S. 107.030. The amount of counsel fees under Covenant No. 7 shall be reasonable counsel fees and costs actually incurred. Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

**4. POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**4.1 Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**4.2 Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

**4.3 Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**4.4 Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**4.5 Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the

removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**4.6 Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times with prior notice to Grantor and Cochran to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**4.7 Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**4.8 Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**5. SALE OF THE PROPERTY – CONSENT BY LENDER.** *Grantor MAY NOT SELL the Property without first obtaining Lender's written consent, which consent may not be unreasonably withheld. Any attempt by Grantor to sell the Property without Lender's prior written consent SHALL BE VOID, and not merely voidable.* A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than one (1) year, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property.

**6. TAXES AND LIENS.** The following provisions relating to taxes and liens on the Property are part of this Deed of Trust:

**6.1 Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**6.2 Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**6.3 Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**6.4 Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**7. PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust:

**7.1 Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal

Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full value of the Property, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance until the Judgment is paid in full.

**7.2 Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain ninety percent (90%) of the proceeds of any insurance apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust.

**7.3 Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**8. LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at Nevada's judgment rate from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and payable on Lenders' demand.

**9. WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**9.1 Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or

final title opinion issued in favor of, and accepted by, Lender in connection with this

Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**9.2 Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**9.3 Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities

**9.4 Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**10. CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**10.1 Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**10.2 Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, *the net proceeds shall be paid ninety percent (90%) to Lender and ten percent (10%) to David R. Cochran and Kara M. Hayes.* The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**11. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**11.1 Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**11.2 Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; and (3) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**11.3 Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**12. FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**12.1 Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as second priority liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**12.2 Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all



other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**13. EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**13.1 Defaults.** *Grantor, Cochran or the Cochran Trust fail to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor or between Lender and Cochran or Lender and the Cochran Trust. Additionally, the occurrence of an event of default as defined in the Settlement Agreement shall constitute and event of default under this Deed of Trust.*

**13.2 Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**13.3 False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**13.4 Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**13.5 Insolvency.** To the extent permitted by applicable law, the appointment of a receiver for any part of Cochran's property, any assignment for the benefit of Cochran's creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Cochran.

**13.6 Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Cochran or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Cochran's accounts, including deposit accounts, with Lender.

**14. RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise anyone or more of the following rights and remedies:

**14.1 Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to

perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

- 14.2 Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Judgment immediately due and payable.
- 14.3 Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
- 14.4 Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property, and, whether or not Lender takes possession, collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
- 14.5 Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.
- 14.6 Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.
- 14.7 Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or any of the Related Documents.
- 14.8 Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and

remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by anyone or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue unimpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

**14.9 Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at Nevada's judgment rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses are secured by this Deed of Trust and are recoverable from the Property.

**14.10 Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**15. GRANTOR'S ADDITIONAL WAIVERS.** To the extent permitted by applicable law, Grantor also expressly waives all benefits, claims, rights and defenses Grantor may have or acquire that are based on: (1) any statutory or common law provision limiting the liability of or requiring the discharge or exoneration of a guarantor or surety; (2) the law of suretyship or impairment of collateral, including any benefits, claims, rights or defenses Guarantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (3) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (4) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against or to otherwise proceed against any person or entity obligated for payment of the Indebtedness (including Grantor, if that is the case), whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (5) any legal or equitable doctrine or principle of marshalling. Lender shall not

be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Lender's rights under this instrument, Lender may do or not do any of the following with respect to the Indebtedness without Grantor's knowledge, consent or joinder: (1) grant extensions of time for payment, (2) grant renewals, (3) permit modifications of payment terms or other terms or conditions, (4) permit assumptions of the Indebtedness, (5) release one or more borrowers or guarantors from liability, and (6) exchange or release any collateral or other security.

**16. INFORMATION ABOUT OTHER LIENS.** Lender is authorized to obtain such information about other liens or claims of lien on the Real Property as Lender may reasonably request from the each creditor or other person or entity that has, claims to have, or asserts a lien on the Real Property. The information requested may include, but is not limited to, the nature of the lien or claim of lien, the circumstances under which the lien or claim of lien arose, and the amount required to satisfy the lien or claim of lien. The creditors or other persons or entities that have, claim to have, or assert a lien on the Real Property are authorized and directed to promptly provide to Lender the information requested by Lender. This provision applies whether the lien or claim of lien is superior or subordinate in priority to the lien of this instrument.

**17. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

- 17.1 Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 17.2 Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.
- 17.3 Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
- 17.4 Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by the laws of the State of Nevada. In all other respects, this Deed of Trust will be governed by the laws of the State of Nevada without regard to its conflicts of law provisions.
- 17.5 Notices.** All notices, requests, consents and other communications hereunder shall be deemed given: (i) when delivered if delivered personally (including by courier); (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt requested); or (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place and

recipient of delivery, in each case to the parties at the addresses as may be furnished in writing by one party to the other. All notices shall be sent to the following addresses:

**If to Grantor:**                      Arlene Cochran  
\_\_\_\_\_  
Trustee  
\_\_\_\_\_  
PO Box 452  
\_\_\_\_\_  
Genoa, NV 89411  
\_\_\_\_\_

**If to Bank:**                      Dennis Boesen, Senior Vice President  
Managed Assets  
13220 California Street  
Omaha, NE 68154  
  
- and -  
Bank of the West  
Office of the General Counsel  
300 S. Grand Ave., 6<sup>th</sup> Flr.  
Los Angeles, CA 90071

**17.6 No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**17.7 Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**17.8 Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**17.9 Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**18. DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**18.1 Beneficiary.** The word "Beneficiary" means Bank of the West, a California corporation, its successors and assigns.

**18.2 Borrower.** The word "Borrower" means Genoa and Main, its successors and assigns.

**18.3 Cochran.** The word "Cochran" means Arlene H. Cochran, the Defendant in the Litigation.

**18.4 Cochran Deed of Trust.** The words "Cochran Deed of Trust" mean that certain Deed of Trust dated November 20, 2018, wherein the Cochran Trust is the Grantor and the Lender is the Beneficiary affecting that certain real properties commonly referred to as 2335 Main Street, Genoa, Nevada.

**18.5 Cochran Trust.** The words "Cochran Trust" mean the Arlene H. Cochran Living Trust originally formed on July 1, 1998, amended and restated on April 21, 2010, and amended again on August 9, 2017.

**18.6 Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

**18.7 Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**18.8 Event of Default.** The words "Event of Default" mean any of the events of default set forth in Section 13 of this Deed of Trust.

Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

- 18.8 Event of Default.** The words “Event of Default” mean any of the events of default set forth in Section 13 of this Deed of Trust.
- 18.9 Genoa and Main.** The words “Genoa and Main” mean Genoa and Main, LLC, a Nevada limited liability company.
- 18.10 Grantor.** The word “Grantor” means Genoa and Main.
- 18.11 Hazardous Substances.** The words “Hazardous Substances” mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words “Hazardous Substances” are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term “Hazardous Substances” also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.
- 18.12 Improvements.** The word “Improvements” means all existing and future improvements, buildings, structures and mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.
- 18.13 Indebtedness.** *The word “Indebtedness” means all principal, interest, and other amounts, costs and expenses payable under the Judgment and the performance of all obligations by the Obligated Parties under any and all of the Related Documents.*
- 18.14 Judgment.** *The word “Judgment” means and refers to that certain Judgment entered by the Court in the Litigation on December 26, 2018, in favor of Lender and against Cochran in the amount of \$ 5,559,994.81.*
- 18.15 Lender.** The word “Lender” means Bank of the West, their successors and assigns.
- 18.16 Litigation.** The word “Litigation” means that certain civil action before the Second Judicial District Court of the State of Nevada (Washoe County) as Case No. CV18-00232 wherein the Lender was the Plaintiff and Cochran was the Defendant.
- 18.17 Obligated Parties.** The word “Obligated Parties” means: (a) Cochran as related to the Settlement Agreement and the Judgment; (b) the Cochran Trust as related to Cochran Deed of Trust; and (c) Genoa and Main as related to this Deed of Trust.
- 18.18 Property.** The word “Property” means the Real Property.

- 18.20.1 The Judgment;
- 18.20.2 The Settlement Agreement;
- 18.20.3 The Cochran Deed of Trust; and
- 18.20.4 This Deed of Trust.

18.21 **Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

18.22 **Settlement Agreement.** *The words "Settlement Agreement" means that certain Settlement Agreement dated November 20, 2018, by and between Lender and Cochran.*

18.23 **Trustee.** The word "Trustee" means First American Title Insurance Company, a California corporation, whose address is 3 First American Way, Santa Ana, CA 92707, and any substitute or successor trustees.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.**

**IN WITNESS WHEREOF**, this Deed of Trust has been executed as of the date first above written.

**GRANTOR:** GENOA AND MAIN, LLC, a Nevada limited liability company

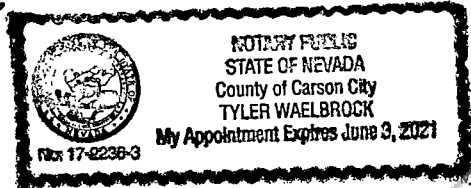
By: Arlene Cochran  
Name: Arlene Cochran  
Its: Manager



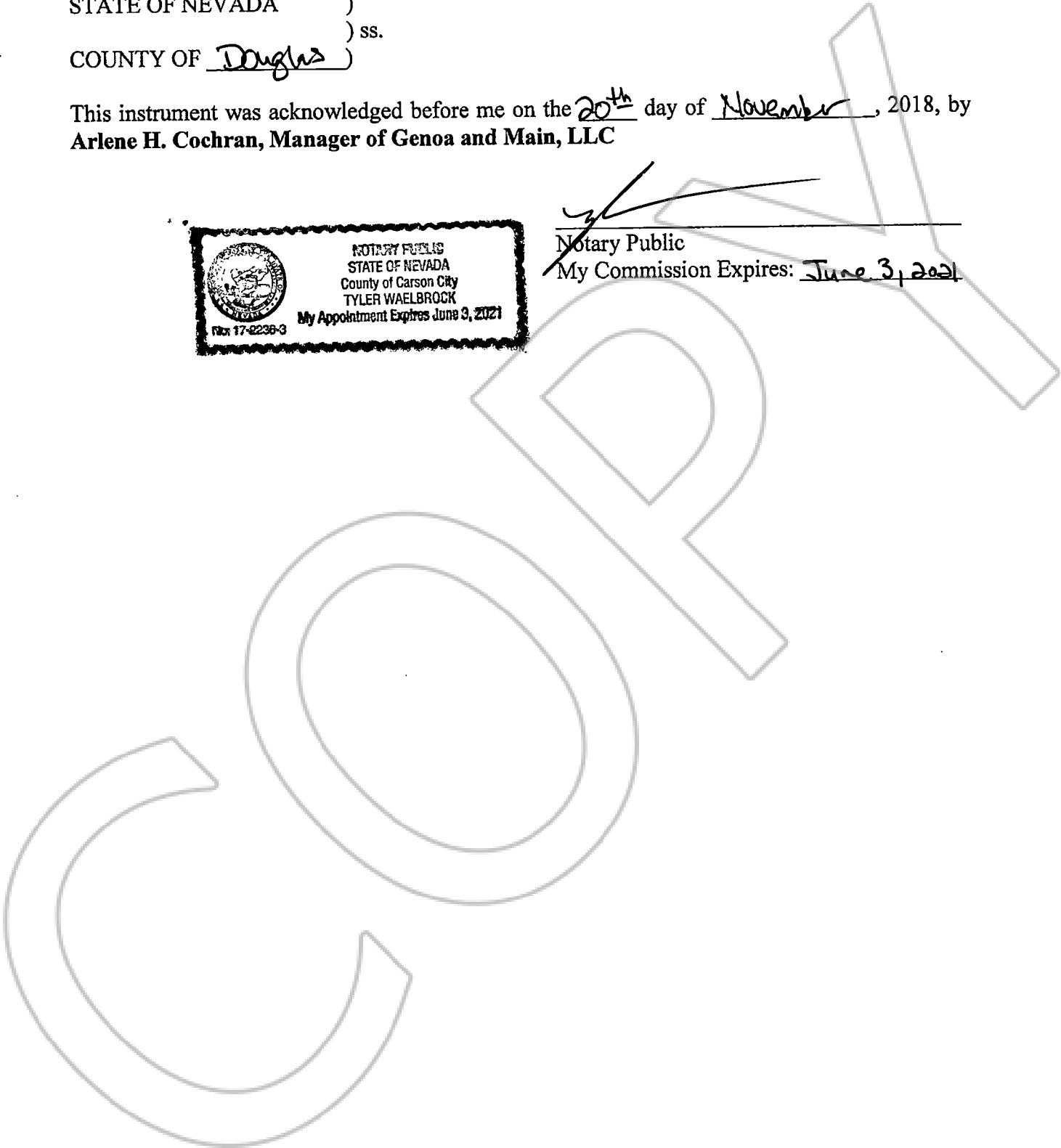
**ACKNOWLEDGMENT**

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 2018, by **Arlene H. Cochran, Manager of Genoa and Main, LLC**



*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: June 3, 2021



## EXHIBIT A

### Legal Description

#### **Parcel One: 2342 Genoa Street, Genoa, NV**

A parcel of land located within a portion of the Southeast one-quarter of the Northeast one-quarter of Section 9, Township 13 North, Range 19 East, MDM., Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southeasterly corner of Parcel 3 as recorded in Book 290 at Page 3128, Document No. 220488 of the Douglas County Recorder's Office, said corner bears S. 59 28'19" w., 927.48 feet from the North one-sixteenth corner of Sections 9 and 10, Township 13 North, Range 19 East, MDM., being a PK nail as per The preliminary BLM Township plat and field notes of the re-survey by Dukleth and Parrish in 1985-6;

Thence N. 66 37'37" W., along the Southerly line of said Parcel 3, 69.60 feet;

Thence N. 23 22'23" E., 30.00 feet;

Thence N. 23 09'08" W., 86.26 feet;

Thence N. 10 36'53" E., 77.38 feet;

Thence N. 15 38'19" W., 81.77 feet;

Thence N. 16 00'44" E., 118.22 feet to a point on the Southerly line of Parcel 1 as recorded in Book 1090, Page 1387, Document No. 236275 of the Douglas County Recorder's Office being a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence N. 82 27'42" E., along said Southerly line, 54.01 feet to a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200.

Thence S. 68 33'47" E., continuing along said Southerly line, 22.70 feet to a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence S. 54 07'56" E., continuing along said Southerly line, 16.81 to a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence S. 12 52'40" E., continuing along said Southerly line, 35.37 feet to a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence S. 80 12'46" E., 83.28 to a point on the Easterly line of said Parcel 1;

Thence S. 18°50'58" W., along said Easterly line, 362.64 to the POINT OF BEGINNING.

#### Basis of Bearing

The North line of the South one-half of the Northeast one-quarter of Section 9 as taken from the preliminary BLM Township plat and field notes of a portion of T. 13 N., R. 19 E., MDM., re-surveyed by D.L. Dukleth and J.S. Parrish in 1985-6, (N. 89°36'20" E.).

Said Parcel being further shown as new parcel 2 on record of survey recorded September 10, 1999, in Book 999, Page 1643, as Document No. 476243, Official Records.

Assessor's Parcel No. 1319-09-602-007.

*Pursuant to NRS §111.312, this legal description was previously recorded on March 6, 2000, as Document No. 0487467, Book 300, Page 0943, in the Official Records of Douglas County.*

*Additionally, this legal description was previously recorded on June 30, 2010, as Document No. 0766286, Book 0610, Page 6203, in the Official Records of Douglas County.*

#### **Parcel Two: 2346 Genoa Street, Genoa, Nevada**

A parcel of land located within a portion of the Southeast one-quarter of the Northeast one-quarter of Section 9, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200 at the Northeasterly corner of Parcel 1 as recorded in Book 1090 at Page 1387, Document No. 236275 of the Douglas County Recorder's Office, said point bears S. 87°40'30" W., 647.58 feet from the North one-sixteenth corner of Sections 9 and 10, Township 13 North, Range 19 East, MDM, being a found PK nail as per the preliminary BLM Township plat and field notes of the re-survey by Dukleth and Parrish in 1985-6;

Thence S. 18°50'58" W., along the Easterly line of said Parcel 1, 107.42 feet;

Thence N. 80°12'46" W., 83.28 feet to a point on the Southerly line of said Parcel 1, being a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence N. 12°52'40" W., along said Southerly line, 35.37 feet to a  $\frac{5}{8}$ " rebar and plastic cap stamped PLS 6200;

Thence N. 54°07'56" W., continuing along said Southerly line, 16.81 feet to a 5/8" rebar and plastic cap stamped PLS 6200;

Thence N. 68°33'47" W., continuing along said Southerly line, 22.70 feet to a 5/8" rebar and plastic cap stamped PLS 6200;

Thence S. 82°27'42" W., continuing along said Southerly line, 54.01 feet to a 5/8" rebar and plastic cap stamped PLS 6200;

Thence S. 16°00'44" W., 96.99 feet to a point on said Southerly line;

Thence N. 66°33'15" W., along said Southerly line, 174.20 feet;

Thence N. 00°23'40" W., 84.94 feet to a point on the North line of the South one-half of the Northeast one-quarter of said Section 9 and the original Town of Genoa boundary line;

Thence N. 89°36'20" E., along said North line, 87.81 feet to a point on the Westerly line of said Parcel 1;

Thence N. 19°13'37" E., along said Westerly line, 6.50 feet to a 1/2" rebar;

Thence N. 64°48'30" E., along the Northerly line of said Parcel 1, 86.03 to a 1/2" rebar

Thence S. 89°02'10" E., continuing along said Northerly line, 151.07 feet to a 3/4" iron pipe;

Thence S. 04°09'37" W., continuing along said Northerly line, 38.74 feet to a point on the above mentioned North line of the South one-half of the Northeast one-quarter of said Section 9;

Thence N. 89°36'20" E., along said North line, 27.04 feet;

Thence S. 69°24'47" E., along the Northerly line off said Parcel 1, 60.93 feet to the POINT OF BEGINNING.

Containing 47558 square feet more or less.

#### Basis of Bearing

The North line of the South one-half of the Northeast one-quarter of Section 9 as taken from the preliminary BLM Township plat and field notes of a portion of T.

13 N., R. 19 E., MDM, re-surveyed by D.L. Dukleth and J.S. Parrish in 1985-6,  
(N. 89°36'20" E.).

Assessor's Parcel No. 1319-09-602-009

***Pursuant to NRS §111.312, this legal description was previously recorded on October 17, 2007, as Document No. 0711317, Book 1007, Page 4776, in the Official Records of Douglas County.***

***Additionally, this legal description was previously recorded on June 30, 2010, as Document No. 0766288, Book 0610, Page 6210, in the Official Records of Douglas County.***

### **Parcel Three: 2339 Main Street, Genoa, Nevada**

A parcel of land situated within Section 9 and 10, T 13 N., R. 19 E., M. D. B. & M., Douglas County, Nevada and more particularly described as follows:

Commencing at the Northwest corner of Section 10, T. 13N., R. 19E., M. D. B. & M.; Thence South 0°48'32" West 1675.14 feet to the True Point of Beginning, said point lying on the East side of Main Street and the South side of Foothill Meadow Court; Thence South 71°43'51" East along the South line of Foothill Meadows Court a distance of 170.02 feet; Thence South 19°54'25" West a distance of 241.94 feet; Thence North 68°03'51" West a distance of 66.47 feet; Thence North 81°19'22" West a distance of 69.79 feet; Thence North 70°50'41" West a distance of 30.31 feet; Thence North 25°11'36" West a distance of 8.20 feet; Thence North 55°48'13" West a distance of 17.91 feet to a point on the East side of Main Street; Thence North 24°19'11" East along the East side of Main Street a distance of 239.22 feet to the True Point of Beginning.

Assessor's Parcel No. 1319-10-210-012.

***Pursuant to NRS §111.312, this legal description was previously recorded on July 23, 2002, as Document No. 0547732, Book 0702, Page 06992, in the Official Records of Douglas County.***

***Additionally, this legal description was previously recorded on June 30, 2010, as Document No. 0766292, Book 0610, Page 6221, in the Official Records of Douglas County.***