

DOUGLAS COUNTY, NV **2019-930912**
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\$35.00 Pgs=9 **06/25/2019 12:26 PM**
TICOR TITLE - RENO (TITLE ONLY)
KAREN ELLISON, RECORDER

APN 1220-10-511-005
When Recorded Mail To:
NV Capital Corporation LLC
8880 W. Sunset Rd. Suite 190
Las Vegas, NV 89148

NV Capital Corporation LLC
Nevada Mortgage Broker #4499
NMLS #1521580

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST made this June 21, 2019, between **Gardnerville 395 LLC, a Nevada limited liability company**, herein called "Trustor", **Fidelity National Title Group**, herein called "Trustee", and **those individuals and entities shown on the attached Exhibit "A"**, herein called "Beneficiary" or "Beneficiaries".

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

SEE EXHIBIT "B" ATTACHED HERETO FOR LEGAL DESCRIPTION

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of and the interest thereon according to the terms of a promissory note or notes in the amount of **\$325,000.00**, 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; and (3) reimbursement of Beneficiary for all costs and expenses incurred by Beneficiary to enforce this deed of trust and to perform the obligations of Trustor under this deed of trust, in each case, together with accrued interest thereon; and (4) 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.

DUE ON SALE: In the event the Trustor shall sell, transfer, convey or otherwise become divested of his right, title or interest in and to the property encumbered by this Deed of Trust, or any portion thereof, without the prior, written consent of the Beneficiary hereunder, the entire unpaid principal balance of the Note, together with any interest accrued thereon shall, at the option of the holder thereof, and without demand or notice, become immediately due and payable in full.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon, to complete in a 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 relating to any alterations or improvements 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 any law, covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of the obligations secured by this deed of trust plus all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to beneficiary and, in discretion of Beneficiary, amounts received shall either be applied towards satisfaction of the obligations secured hereby or used to repair the property damage which was the basis for such insurance payment. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums Beneficiary shall deem necessary.
4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may

apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Promissory Note secured hereby for endorsement and without affecting the personal liability of any person for performance of the Promissory Note secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Promissory Note secured hereby has been performed and upon the surrender of this Deed of Trust and the Promissory Note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, 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".
9. Should Trustor default in any term, covenant or condition of the Promissory Note secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.
10. Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.
11. After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
12. The Trustor, Grantor, Pledgor and Mortgagor of the personal property herein and/or Deed of Trust waive any and all other demands or notices as condition precedent to sale of such property.

13. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
14. At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.
15. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
16. The following covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.
17. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.
18. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.
19. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.
20. 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. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

NOTICES:

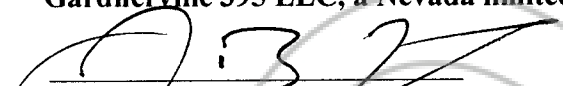
If to Trustor: Gardnerville 395 LLC c/o Joseph Bonifatto
11700 W. Charleston Blvd. Suite 170-32
Las Vegas NV, 89135


If to Beneficiary: c/o NV Capital Corporation LLC
8880 W. Sunset Rd. Suite 190
Las Vegas, NV 89148

Executed on June 21, 2019

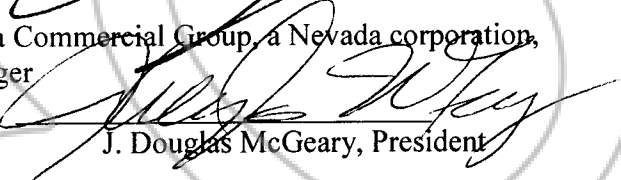
TRUSTOR:

Gardnerville 395 LLC, a Nevada limited liability company:


By: BP Holdings, Inc., a Nevada corporation,
its Manager

By: 
Joseph Bonifatto, President

By: Delta Commercial Group, a Nevada corporation,
its Manager

By: 
J. Douglas McGeary, President

State of Nevada }
County of Clark } }SS

See Attached

On this 21st day of June, 2019 before me, the undersigned, a Notary Public in and for
said County and State, personally appeared **Joseph Bonifatto**, known to me to be the persons whose
name are subscribed to the within instrument, and acknowledge that he/she/they executed the same.

EXHIBIT "A"
BENEFICIARIES

J&D Commercial, LLC, a Nevada limited liability company, as to an undivided 64.615384% (\$210,000.00) beneficial interest.

First Savings Bank, Custodian For Stephen G. Brockman Self-Directed IRA, as to an undivided 4.615385% (\$15,000.00) beneficial interest.

WKAP Irrevocable Spendthrift Trust dated November 7, 2011, as to an undivided 30.769231% (\$100,000.00) beneficial interest.

EXHIBIT "B"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED GARDNERVILLE, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

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

All that certain real property situate in Section 10, Township 12 North, Range 20 East, Mount Diablo Base and Meridian, County of Douglas, State of Nevada, further described as "Block 'A' as shown on Final Commercial Subdivision Map for The Marketplace at Virginia Ranch (Phase 1), recorded April 12, 2013, as File No. 2013-821570, Official Records of Douglas County, Nevada, and being more particularly described as follows:

COMMENCING at the Northwest Corner of said Block 'A', also being a point on the Southeasterly right-of-way of Grant Avenue (width varies), marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172", from which the Northwest Corner of Section 10 bears South 23°04'47" East, 6,424.30 feet;

THENCE departing said Northwest Corner and said right-of-way and along the Northerly line of said Block 'A', South 31°47'39" East, 22.98 feet to the beginning of a tangent curve to the left;

THENCE Southeasterly, 75.18 feet along the arc of a 332.50 foot radius curve through a central angle of 12°57'17";

THENCE continuing along said Northerly line, South 44°44'56" East, 666.83 feet to an angle point in said Northerly line, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE continuing along said Northerly line, North 45°14'39" East, 25.00 feet to the POINT OF BEGINNING;

THENCE continuing along said Northerly line, North 45°14'39" East, 256.03 feet to an angle point in said Northerly line and to a point on the Southerly right-of-way of Larson Way (60-foot wide), marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE along said Southerly right-of-way and said Northerly line, South 50°20'59" East, 110.00 feet to the beginning of a tangent curve to the right, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE Southerly 31.42 feet along the arc of a 20.00 foot radius curve through a central angle of 90°00'00" to the Easterly line of said Block 'A' and the westerly right-of-way of the aforementioned Charlotte Way, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE along said Easterly line and Westerly right-of-way, South 39°39'01" West, 65.21 feet to the beginning of a tangent curve to the left, marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE Southeasterly, 93.08 feet along a curve to the left having a radius of 530.00 feet and a central angle of 10°03'45", marked by a 5/8-inch rebar and plastic cap stamped "PLS 11172";

THENCE continuing along said Easterly line and said Westerly right-of-way, South 29°35'16" West, 96.12 feet;

THENCE departing said Easterly line and said Westerly right-of-way, North 44°44'56" West, 180.77 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 4 on the Record of Survey for Sierra Nevada SW Enterprises, LTD., according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on February 12, 2019, as File No. 2019-925665, Official Records.

APN: 1220-10-511-005

Document No. 2019-927808 is provided pursuant to the requirements of Section 6 NRS 111.312

APN 1220-10-511-005

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BALLOON RIDER

THIS BALLOON RIDER is made this June 21, 2019, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust, Mortgage or Security Deed (the "Security Instrument") of the same date given by the undersigned **Gardnerville 395 LLC, a Nevada limited liability company** ("Borrower") to secure Borrower's Note (the "Note") to those individuals and entities shown on the attached Exhibit "A" (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

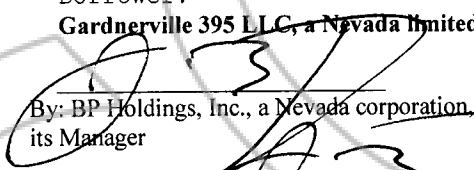
APN 1220-10-511-005, Douglas County Nevada

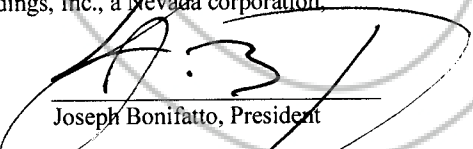
ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

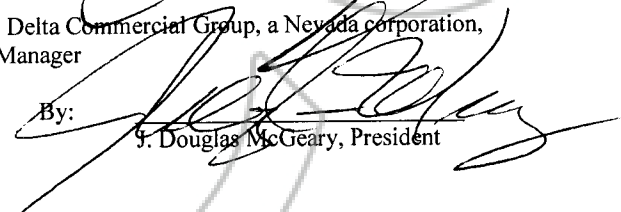
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Borrower:
Gardnerville 395 LLC, a Nevada limited liability company:


By: BP Holdings, Inc., a Nevada corporation,
its Manager

By: 
Joseph Bonifatto, President

By: Delta Commercial Group, a Nevada corporation,
its Manager

By: 
J. Douglas McGeary, President