

DOUGLAS COUNTY, NV

2019-931671

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KAREN ELLISON, RECORDER

APN# : 1320-29-601-002

Recording Requested By:
Western Title Company, LLC
Escrow No.: 105006-TEA

When Recorded Mail To:
All Pro Funding IV, LLC
13521 Northgate Estates Drive, Suite 200
Colorado Springs, Colorado 80921

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

Signature _____

Traci Adams

Escrow Officer

DEED OF TRUST

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

When recorded mail to:

All Pro Funding IV, LLC
13521 Northgate Estates Drive, Suite 200
Colorado Springs, Colorado 80921

**DEED OF TRUST SECURING FUTURE ADVANCES
WITH ASSIGNMENT OF RENTS**

This Deed Of Trust, made July 11, 2019 between Town Homes at Monterra III, LLC (“**Trustor**”), 1625 Highway 88, Suite 102, Minden, Nevada 89423; Western Title Company, LLC, (“**Trustee**”), 1362 Highway 395, Ste. 109, Gardnerville, Nevada 89410; and All Pro Funding IV, LLC (“**Beneficiary**”), 13521 Northgate Estates Drive, Suite 200, Colorado Springs, Colorado 80921.

Witnesseth:

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

See Exhibit A

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.

The Deed of Trust is made to secure and enforce the payment of the following notes, obligations, indebtedness, and liabilities (the “**Debt**”): (a) a promissory note in the stated principal amount of \$4,615,500.00 made by Beneficiary and payable to the order of Trustor, with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all other notes given in substitu-

tion therefor or in modification, increase, renewal or extension thereof, in whole or in part (such note and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, are hereinafter collectively called the "Note", and Trustor and all subsequent holders of the Note or any part thereof or any interest therein or any of the Debt are hereinafter collectively called "Noteholder"), and (b) all loans and future advances made by Noteholder to Beneficiary and all other debts, obligations, and liabilities of every kind and character of Beneficiary now or hereafter existing in favor of Noteholder (including all Debt incurred or arising pursuant to the provisions of this Deed of Trust or any loan agreement relating to the above-described Debt or any other instrument now or hereafter evidencing, governing, or securing the above-described Debt or any part thereof) whether such debts, obligations, or liabilities are direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Noteholder or to a third party and subsequently acquired by Noteholder and whether such debts, obligations, and liabilities are evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Beneficiary may hereafter become indebted to the Noteholder in further sum or sums. The Debt described in clause (a) was incurred to acquire the Property and Debt incurred pursuant to clause (b) will be used to fund the cost of obtaining and installing infrastructure on the Property. It is expressly contemplated by Beneficiary and Noteholder that Debt pursuant to clause (b) may from time to time be outstanding and that such Debt is intended to be secured hereby to the same extent as if the same were specifically described and referenced herein.

And this indenture further witnesseth:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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 in such sum or sums as shall equal the total Debt secured by this Deed of Trust and 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 to the amount of the unsatisfied obligation to Beneficiary hereby secured. 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 as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the Debt secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
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 supporting 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 manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, 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. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.
8. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the Debt secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the 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 Trustor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".
10. Should Trustor default in the payment of any Debt secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.
11. The following covenants Nos. 1, 2, 3 (interest 12.00%), 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, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. 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.
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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.
14. 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.
15. In this Deed of Trust, unless the context requires otherwise, 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 any person who becomes liable for payment of the Debt.
16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

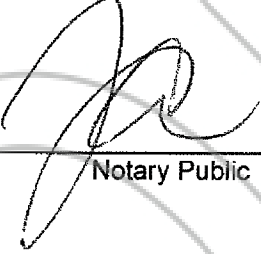
Trustor: Town Homes at Monterra III, LLC Nevada Limited Liability
By: Carter Hill Homes LLC, a Nevada Limited Liability Company

~~Cottages NV CIM, LLC, a Nevada limited liability company~~

by 
Brandon S. Hill, Managing Member

STATE OF Nevada }
COUNTY OF Douglas } ss
This instrument was acknowledged before me on
July 11, 2019

By Brandon S. Hill



Notary Public

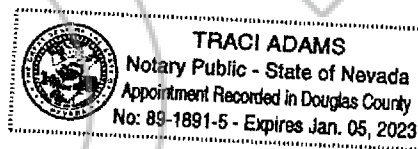


EXHIBIT "A"

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

Adjusted Parcel 33 as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Co., filed in the office of the County Recorder of Douglas County, State of Nevada on September 28, 2004, in Book 904, Page 11278, as Document No. 625243, Official Records, being more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter (NE1/4) of Section 29, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the center of Section 29, T.13N., R.20E., M.D.M., as shown on the Amended Record of Survey for Bently Nevada Corporation recorded June 16, 1988 in the office of Recorder, Douglas County, Nevada as Document No 180280 and being the Southwest corner of Adjusted Parcel 32B as shown on the Record of Survey to Support a Boundary Line Adjustment for Park Cattle Company recorded September 18, 2003 in said office of Recorder as Document No. 590378;

Thence along the South line of the Northeast one-quarter of said Section 29, South 89°23'21" East, 1025.97 feet to the POINT OF BEGINNING;

Thence North 00°30'17" East, 19.70 feet to a point on the North line of Buckeye Road, a 60-foot wide access and utility easement as shown on said Amended Record of Survey for Bently Nevada Corporation;

Thence along the Easterly line of Sanford Way, a 60-foot wide non-exclusive public access and utility easement as recorded June 20, 1995 in Book 695, at Page 2977, as Document No, 364415, North 00°30'17" East. 320.00 feet;

Thence along the arc of a curve to the right having a radius of 20.00 feet, central angle of 90°00'00", and arc length of 31.42 feet;

Thence along the Southerly line of Baler Street, a 60-foot wide non-exclusive public access and utility easement as recorded in said Book 695, at Page 2977, as Document No. 364415, South 89°29'43" East, 610.00 feet;

Thence South 00°30'17" West, 340.00 feet to a point on said North line of Buckeye Road, Thence continuing South 00°30'17" West, 20.87 feet to a point on said South line of the Northeast one-quarter of said Section 29;

Thence along said South line of the Northeast one-quarter of said Section 29, North 89°23'21" West, 630.00 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed, recorded in the office of the County Recorder of Douglas County, Nevada on June 8, 2018, as Document No. 2018-915221 of Official Records.

**Assessor's Parcel Number(s):
1320-29-601-002**

COPY