

APN# 1318-09-810-046

Recording Requested By:**FIRST CENTENNIAL TITLE COMPANY OF NEVADA**After Recording Return To:

**BANK OF AMERICA, N.A.
20 GREENWAY PLZ, STE 900
(TX6-020-09-01)
HOUSTON, TEXAS 77046**

ORDER/FILE NO. 246266-DR

[Space Above This Line For Recording Data]

DEED OF TRUST**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **NOVEMBER 18, 2019**, together with all Riders to this document.
- (B) "Borrower" is **SCOTT H. HILKENE AS TRUSTEE OF THE SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS AMENDED AND RESTATED AND SCOTT H. HILKENE, AN INDIVIDUAL.**
- (C) "Trustor" is **SCOTT H. HILKENE AS TRUSTEE OF THE SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS AMENDED AND RESTATED, WHO ACQUIRED TITLE AS SCOTT H. HILKENE, TRUSTEE TO THE SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS TO AN UNDIVIDED 50% INTEREST AND SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003, AS AMENDED AND RESTATED, WHO ACQUIRED TITLE AS SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003, AS TO AN UNDIVIDED 50% INTEREST, AS TENANTS IN COMMON.**
- (D) "Lender" is **BANK OF AMERICA, N.A., a national banking association, organized and existing under the laws of the United States of America. Lender's address is 20 GREENWAY PLZ, STE 900 (TX6-020-09-01), HOUSTON, TX 77046. Lender is the beneficiary under this Security Instrument.**
- (E) "Trustee" is **PRLAP, INC.**

(F) **“Note”** means the promissory note signed by Borrower and dated **NOVEMBER 18, 2019**. The Note states that Borrower owes Lender **TWO MILLION FOUR HUNDRED THOUSAND AND NO/100** Dollars (U.S. **\$2,400,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER 1, 2029**.

(G) **“Property”** means the property that is described below under the heading **“Transfer of Rights in the Property.”**

(H) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **“Riders”** means all Riders to this Security Instrument that are executed by Trustor. The following Riders are to be executed by Trustor [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Custom Mortgage Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Rider to Deed of Trust by Non-Borrower Trustor |

(J) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **“Community Association Dues, Fees, and Assessments”** means all dues, fees, assessments and other charges that are imposed on Trustor or the Property by a condominium association, homeowners association or similar organization.

(L) **“Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **“Escrow Items”** means those items that are described in Section 3.

(N) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **“Mortgage Insurance”** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **“RESPA”** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, **“RESPA”** refers to all requirements and restrictions that are imposed in regard to a **“federally related mortgage loan”** even if the Loan does not qualify as a **“federally related mortgage loan”** under RESPA.

(R) "Successor in Interest of Trustor" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or Trustor's obligations under this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Trustor's covenants and agreements under this Security Instrument and the performance of Borrower's covenants and agreements under the Note. For this purpose, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **CITY OF ZEPHYR COVE, COUNTY OF DOUGLAS, STATE OF NEVADA**, and more fully described in **EXHIBIT "A"** attached hereto and made a part of:

ASSESSOR'S PARCEL NUMBER 1318-09-810-046, which currently has the address of **647 LAKE SHORE BOULEVARD, ZEPHYR COVE, NEVADA 89448** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TRUSTOR COVENANTS that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Trustor and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Trustor shall cause Borrower to pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Trustor shall also pay (or cause Borrower to pay) funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is

drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower or Trustor, as applicable. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower or Trustor might have now or in the future against Lender shall relieve Borrower or Trustor from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Trustor shall pay (or cause Borrower to pay) to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time

during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower or Trustor, and such dues, fees and assessments shall be an Escrow Item. Trustor shall promptly furnish to Lender all notices of amounts to be paid under this Section. Trustor shall pay (or cause Borrower to pay) Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Trustor's and Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Trustor shall pay (or cause Borrower to pay) directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Trustor's and Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Trustor and/or Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Trustor or fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount, and Trustor shall then be obligated under Section 9 to repay (or cause Borrower to repay) to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Trustor shall pay (or cause Borrower to pay) to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower or Trustor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower, Trustor, and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and/or Trustor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower and/or Trustor, as applicable, for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower and/or Trustor as required by RESPA, and Trustor shall pay (or cause Borrower to pay) to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower and/or Trustor as required by RESPA, and Borrower and/or Trustor

shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and/or Trustor, as applicable, any Funds held by Lender.

4. Charges; Liens. Trustor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Trustor shall pay them in the manner provided in Section 3.

Trustor shall promptly discharge any lien which has priority over this Security Instrument unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Trustor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Trustor a notice identifying the lien. Within 10 days of the date on which that notice is given, Trustor shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Trustor to pay (or cause Borrower to pay) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Trustor 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 Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's right to disapprove Trustor's choice, which right shall not be exercised unreasonably. Lender may require Trustor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Trustor 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 Trustor.

If Trustor fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Trustor's and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Trustor, Trustor's 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. Trustor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Trustor could have obtained. Any amounts

disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Trustor further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Trustor shall promptly give to Lender all receipts of paid premiums and renewal notices. If Trustor obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Trustor further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor. Unless Lender and Trustor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Trustor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Trustor shall not be paid out of the insurance proceeds and shall be the sole obligation of Trustor. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Trustor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Trustor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Trustor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Trustor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Trustor's rights (other than the right to any refund of unearned premiums paid by Trustor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Trustor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Trustor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Trustor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Trustor shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Trustor is not relieved of Trustor's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Trustor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower and Trustor shall be in default if, during the Loan application process, Borrower, Trustor, or any persons or entities acting at the direction of Borrower or Trustor, or with Borrower's or Trustor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Trustor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Trustor has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off.

Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Trustor shall comply with all the provisions of the lease. If Trustor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Trustor shall pay (or cause the Borrower to pay) the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Trustor or Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Trustor shall pay (or cause Borrower to pay) the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Trustor and/or Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Trustor shall continue to pay (or cause Borrower to pay) to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Trustor any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Trustor or Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Trustor shall pay (or cause the Borrower to pay) the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower, Trustor and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Neither Borrower nor Trustor are a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's or Trustor's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower or Trustor have agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower or Trustor will owe for Mortgage Insurance, and they will not entitle Borrower or Trustor to any refund.

(b) Any such agreements will not affect the rights Borrower or Trustor have – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Trustor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Trustor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Trustor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Trustor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Trustor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Trustor and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Trustor, or if, after notice by Lender to Trustor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Trustor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Trustor Miscellaneous Proceeds or the party against whom Trustor has a right of action in regard to Miscellaneous Proceeds.

Trustor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Trustor can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower and Trustor Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower, Trustor or any Successor in Interest of Borrower or Trustor shall not operate to release the liability of Borrower, Trustor, or any Successors in Interest of Borrower or Trustor. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or Trustor, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Trustor, or any Successors in Interest of Borrower or Trustor. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or Trustor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Trustor covenants and agrees that Trustor's obligations and liability shall be joint and several. However, any

Trustor who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Trustor who assumes Trustor's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Trustor's rights and benefits under this Security Instrument. Trustor shall not be released from Trustor's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Trustor fees for services performed in connection with Borrower's or Trustor's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Trustor or Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower or Trustor, as applicable. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower or Trustor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's and/or Trustor's acceptance of any such refund made by direct payment to Borrower or Trustor will constitute a waiver of any right of action Borrower or Trustor might have arising out of such overcharge.

15. Notices. All notices given by Trustor, Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Trustor or Borrower in connection with this Security Instrument shall be deemed to have been given to Trustor or Borrower when mailed by first class mail or when actually delivered to Trustor's or Borrower's notice address if sent by other means. Notice to any one Borrower or Trustor shall constitute notice to all Borrowers and Trustors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower and/or Trustor has designated a substitute notice address by notice to Lender. Borrower and Trustor shall promptly notify Lender of Borrower's and Trustor's change of address. If Lender specifies a procedure for reporting Borrower's or Trustor's change of address, then Borrower and Trustor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any

notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Trustor. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Trustor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Trustor is not a natural person and a beneficial interest in Trustor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower and Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower or Trustor.

19. Borrower's and Trustor's Right to Reinstate After Acceleration. If Borrower and Trustor meet certain conditions, Borrower and Trustor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's and/or Trustor's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to,

reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's and/or Trustor's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower and/or Trustor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower and/or Trustor, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower or Trustor. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower and Trustor will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower and Trustor will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Trustor, Borrower and Lender shall not commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower, Trustor or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower and Trustor pursuant to Section 22 and the notice of acceleration given to Borrower and Trustor pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Trustor shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Trustor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Trustor and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Trustor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies

provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Trustor and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

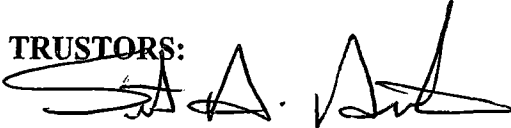
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

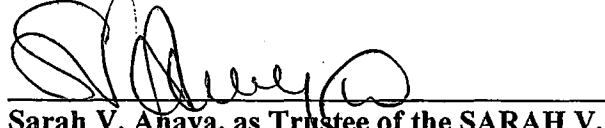
24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Trustor and recorded with it.

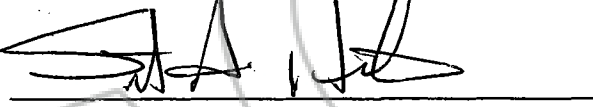
TRUSTORS:


**Scott H. Hilkene, as Trustee of the
SCOTT H. HILKENE REVOCABLE TRUST
Dated May 11, 1993, As Amended and Restated**



**Sarah V. Anaya, as Trustee of the SARAH V.
ANAYA TRUST Dated December 31, 2003,
As Amended and Restated ("Trust"),
but solely for the limited purpose of supporting
the Trust's granting of a lien in the Property pursuant
to the Security Instrument. The foregoing Trust has no
personal obligation hereunder for payment of any sums
secured by the Security Instrument**

BY SIGNING BELOW, THE UNDERSIGNED, SETTLOR(S) OF SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS AMENDED AND RESTATED, FOR THE BENEFIT OF SCOTT H. HILKENE, ACKNOWLEDGES ALL OF THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDER(S) THERETO AND AGREES TO BE BOUND THEREBY.



SCOTT H. HILKENE , an individual

MARK WINTHEISER DIRECTOR; RESIDENTIAL REAL ESTATE SPECIALIST	RRES NMLS #: 724181
BANK OF AMERICA, N.A.	NMLS #: 399802

_____ [Space Below This Line For Acknowledgment] _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 11/21/2019, before me, Kyle Pacsai, a Notary Public, personally appeared Scott H Hilkene, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kyle Pacsai

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

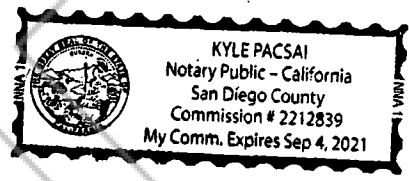
State of California)
County of San Diego)

On 11/21/2019, before me, Kyle Pacsai, a Notary Public, personally appeared Sarah V. Anaya, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kyle Pacsai



CUSTOM MORTGAGE RIDER
(TO BE RECORDED WITH SECURITY INSTRUMENT)

This Rider ("Rider") is made as of November 18, 2019, and is incorporated into and shall be deemed to amend and supplement the DEED OF TRUST (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure that certain Adjustable Rate Note ("Note") to BANK OF AMERICA, N.A. ("Lender") dated November 18, 2019, and covering the property described in the Security Instrument and known as or located at:

647 Lake Shore Boulevard, Zephyr Cove, Nevada 89448.

Defined terms used in this Rider shall have the meaning set forth in the Security Instrument unless otherwise indicated.

ADDITIONAL COVENANTS

In addition to the covenants made in the Security Instrument, Borrower further covenants and agrees as follows:

1. **Hazardous Substances.** Borrower shall indemnify Lender and Trustee against, and reimburse them on demand for, any and all liabilities, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be incurred by Lender or Trustee as a result of the presence of any Hazardous Substance about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Borrower's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any of the above occurrences.

2. **No Other Liens.** Borrower will not, without the prior written consent of Lender, except as otherwise specified by applicable law, grant, suffer or permit any contractual or non-contractual lien on or security interest in the Property, except in favor of Lender, or fail to promptly pay when due all lawful claims, whether for labor, materials or otherwise. To the extent applicable law allows the creation of liens against the Property, Borrower will advise Lender in writing within ten (10) days of the creation of any such liens against the Property.

3. **Financial Statements/Appraisals.** Lender may at its option obtain once in each year (or as otherwise requested by Lender) an appraisal of the Property or any part thereof prepared in accordance with written instructions from Lender by a third party appraiser engaged directly by Lender if any of the following occur as determined by Lender in its sole discretion: (a) a Default has occurred and is continuing; (b) an adverse change has occurred in real estate market conditions in the area where the Property is located; (c) an appraisal is required or recommended by bank examiners and/or auditors or pursuant to banking regulations or bank policy then in effect; or (d) an adverse change has occurred in the financial condition of Borrower. Each such appraiser and appraisal shall be satisfactory to Lender. To the extent not prohibited by applicable law, the cost of each such appraisal shall be payable by Borrower to Lender on demand (which obligation Borrower hereby promises to pay). Without limitation of other or additional requirements in any of the other Loan Documents, Borrower will furnish to Lender, in form and detail satisfactory to Lender, a financial statement of Borrower no later than thirty (30) days after written request therefor by Lender. Each financial statement submitted pursuant to this section shall be certified in writing as true and correct by Borrower. Borrower will furnish to Lender at Borrower's expense all evidence which Lender may from time to time reasonably request as to compliance with all provisions of the Note, Security Instrument as

supplemented by this Rider, and any other documents provided by Borrower to Lender or executed in connection with the loan evidenced by the Note (collectively the "Loan Documents").

4. **Effective as Financing Statement.** The Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each city or county where the Property (including said fixtures) is situated.

5. **Construction Mortgage.** The Security Instrument constitutes a "Construction Mortgage" as defined in the Uniform Commercial Code adopted by the jurisdiction in which the Property is located to the extent that it secures an obligation incurred for the construction of improvements including the acquisition cost of the land.

6. **No Liability of Trustee.** The Trustee, where applicable, shall not be liable for any error or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. Borrower will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of his duties. The foregoing indemnity shall not terminate upon discharge of the Secured Indebtedness or foreclosure, or release or other termination of the Security Instrument.

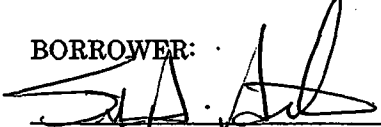
7. **Entire Agreement; Further Assurances.** The Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect to the matters addressed in the Loan Documents. Borrower will, promptly on Lender's request, execute, deliver, procure and/or file such further documents, and take such further action as is necessary, desirable or proper to carry out more effectively the purposes of the Loan Documents, to correct any defect in the Loan Documents, or to more fully identify and subject to the Security Instrument any property intended to be covered by the Security Instrument.

By signing below Borrower accepts and agrees to the terms and covenants contained in this Rider.

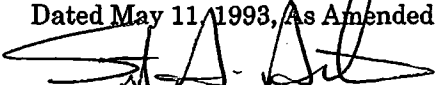
[Signature Page Follows]

EXECUTED this 18TH day of NOVEMBER, 2019.

BORROWER:

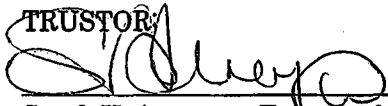


Scott H. Hilkene, as Trustee of the
SCOTT H. HILKENE REVOCABLE TRUST
Dated May 11, 1993, As Amended and Restated



SCOTT H. HILKENE, an individual

TRUSTOR:



Sarah V. Anaya, as Trustee of the SARAH V.
ANAYA TRUST Dated December 31, 2003,
As Amended and Restated ("Trust"),
but solely for the limited purpose of supporting
the Trust's granting of a lien in the Property pursuant
to the Security Instrument. The foregoing Trust has no
personal obligation hereunder for payment of any sums
secured by the Security Instrument

COPY

**RIDER TO DEED OF TRUST BY
NON-BORROWER TRUSTOR
(TO BE RECORDED WITH SECURITY INSTRUMENT)**

This RIDER TO DEED OF TRUST BY NON-BORROWER TRUSTOR is attached to and made a part of that certain **DEED OF TRUST** dated **NOVEMBER 18, 2019** (the "**Security Instrument**"), executed by, *inter alia*, **SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003, AS AMENDED AND RESTATED WHO ACQUIRED TITLE AS SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003** ("**Non-Borrower Trustor**"), in favor of **BANK OF AMERICA, N.A.**, a national banking association ("**Lender**"), as security for the obligations of **SCOTT H. HILKENE AS TRUSTEE OF THE SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS AMENDED AND RESTATED, AND SCOTT H. HILKENE, AN INDIVIDUAL** (collectively, "**Borrower**"), to Lender pursuant to that certain **ADJUSTABLE RATE NOTE** dated **NOVEMBER 18, 2019** executed by Borrower in favor of Lender in the original principal sum of **TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000.00)** (the "**Loan**"). Non-Borrower Trustor is not liable under the Note, but Non-Borrower Trustor is executing the Security Instrument at the request of and as an accommodation to Borrower. In consideration for the financial accommodations extended by Lender to or at the request of Borrower, Non-Borrower Trustor agrees as follows:

1. At any time, in such manner and from time to time, upon such terms and at such times as it considers best and with or without notice to Non-Borrower Trustor, and without affecting Non-Borrower Trustor's continuing liability hereunder, Non-Borrower Trustor authorizes Lender to (i) change the time or manner of payment of any of the obligations of Borrower under the Loan by renewal, extension, acceleration or otherwise, (ii) alter or change any other provision under the Loan including the rate of interest thereon, (iii) accept partial payment on any of the obligations under the Loan, (iv) accept new or additional instruments, agreements or documents relative to any of the obligations under the Loan, (v) release, substitute or add one or more endorsers, cosigners or guarantors therefor, (vi) amend or modify the terms of the Loan, including the maximum liability thereunder, (vii) obtain collateral for the payment of any obligations under the Loan; (viii) waive, release, exchange, substitute, release or modify, in whole or in part, existing or after-acquired collateral securing payment of the obligations under the Loan on such terms as Lender at its sole discretion shall determine, (ix) subordinate payment of all or any part of the obligations under the Loan to other creditors of Borrower or other persons on such terms as Lender deems appropriate, (x) apply any sums received from Borrower, endorser or cosigner or from the sale or collection of collateral or its proceeds to any indebtedness whatsoever in any order and regardless of whether or not such indebtedness is secured hereby, is secured by collateral or is due and payable, (xi) apply any sums received from Non-Borrower Trustor or from the sale of the Property to any, all, or any portion of the obligations under the Loan in any order regardless of whether said obligations are due and payable, and (xii) exercise any right or remedy it may have with respect to any obligations under the Loan or any collateral

securing any such obligations, the Security Instrument or any guaranty, including bidding and purchasing at any sale of any such collateral, and compromising, collecting or otherwise liquidating any collateral or any obligations.

2. To the extent permitted by law, Non-Borrower Trustor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Borrower, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Non-Borrower Trustor's subrogation rights or Non-Borrower Trustor's rights to proceed against any Borrower for reimbursement, including without limitation, any loss of rights Non-Borrower Trustor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (c) any disability or other defense of any Borrower, of any guarantor, or of any other person, or by reason of the cessation of any Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness secured by the Deed of Trust; (d) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Non-Borrower Trustor is commenced there is outstanding indebtedness of any Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by any Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to such Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust.

3. To the extent permitted by law, Non-Borrower Trustor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors generally and agrees not to assert or take advantage of any such rights or remedies, including, without limitation: (a) any right provided by Nevada Revised Statutes ("NRS") § 40.430, or any other statute or decision, to require Lender to proceed against a Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Non-Borrower Trustor; (b) any defense based upon an election of remedies by Lender, including, without limitation, the marshaling of assets (or any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal); and (c) to the extent permitted by applicable law, the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed against any person or entity obligated for payment of the indebtedness, after any foreclosure or trustee's sale of any security for the indebtedness.

4. Non-Borrower Trustor further waives and agrees not to assert or claim at any time any deductions to the amount secured under the Deed of Trust for any claim of

setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, Non-Borrower Trustor, or any of them.

5. Non-Borrower Trustor acknowledges that Non-Borrower Trustor may have certain rights under applicable law which, if not waived by Non-Borrower Trustor, might provide Non-Borrower Trustor with defenses against Non-Borrower Trustor's liability under the Security Instrument. Among those rights are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code ("CC"), and any and all statutes of similar tenor in the State of Nevada, including, without limitation, NRS §§ 40.430, and 40.465 to 40.495, inclusive. Non-Borrower Trustor waives all of Non-Borrower Trustor's rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Non-Borrower Trustor by reason of any or all of CC §§ 2787 to 2855, inclusive, and/or any laws of similar tenor in the State of Nevada, including, without limitation, NRS §§ 40.430, and 40.465 to 40.495, inclusive, and specifically including, without limitation, Non-Borrower Trustor's rights:

(a) To require Lender to notify Non-Borrower Trustor of any default by Borrower, provide Non-Borrower Trustor with notice of any sale or other disposition of security for the Loan, disclose information with respect to the Loan, Borrower, or any other trustor, co-signer or endorser, or with respect to any collateral;

(b) That Non-Borrower Trustor's obligation under the Security Instrument must be commensurate with that of Borrower;

(c) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other guarantor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the Loan are altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the Loan, and/or if Lender designates the portion of the Loan to be satisfied;

(f) To be discharged upon any modification of the Loan or the release by Lender of Borrower or any other guarantor, endorser or co-signer;

(g) To require Lender to proceed against Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender's power;

(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the Loan;

(i) To have any security for the Loan first applied to satisfy or discharge the Loan;

(j) That any arbitration award rendered against Borrower not constitute an award against Non-Borrower Trustor;

(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Loan, or if recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Lender realizes upon any collateral; and

(l) To be discharged due to the release or discharge of any collateral for all or any portion of the Loan or guaranty, or relating to the validity, value or enforceability of any collateral.

Non-Borrower Trustor further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of the Security Instrument, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of Borrower, Lender, any endorser, any creditor of Borrower or Non-Borrower Trustor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Lender as collateral or in connection with any such indebtedness.

6. Non-Borrower Trustor, by execution hereof, represents and warrants to Lender that the relationship between Non-Borrower Trustor and Borrower is such that Non-Borrower Trustor has access to all relevant facts and information concerning the indebtedness under the Loan and Borrower, and each of them, and that Lender can rely upon Non-Borrower Trustor having such access. Non-Borrower Trustor waives and agrees not to assert any duty on the part of Lender to disclose to Non-Borrower Trustor any facts that it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Non-Borrower Trustor intends to assume or has reason to believe that such facts are unknown to Non-Borrower Trustor or has a reasonable opportunity to communicate such facts to Non-Borrower Trustor. Non-Borrower Trustor is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Lender.

7. Non-Borrower Trustor acknowledges that all or a portion of the present or future obligations of Borrower to Lender is or may be secured by deeds of trust or mortgages covering certain interest in real property including, but not limited to, the Security Instrument. Non-Borrower Trustor understands that the exercise by Lender of certain rights and remedies contained in deed(s) of trust or other loan documents executed by or to be executed by Borrower or any other person or Lender's purchase or

other acquisition of any real property or personal property collateral may impair, diminish, affect or eliminate Lender's rights against Borrower or any guarantor, endorser or co-signor including, without limitation, the right to seek and obtain a money judgment against Borrower and, therefore, Non-Borrower Trustor's right of subrogation to seek a money judgment against Borrower or any such other party. Non-Borrower Trustor further acknowledges that if Lender fails to bring an action against Borrower, or any of them, to obtain a deficiency judgment within the time required by California Code of Civil Procedure ("CCP") §580a or §726, or any statutes of similar tenor in the State of Nevada, Lender may be barred from seeking a money judgment against that Borrower, or any of them.

8. (a) Non-Borrower Trustor acknowledges that (i) if Lender forecloses on real property collateral by non-judicial sale, Borrower will and any guarantor, endorser or co-signor may, by virtue of CCP §580d, and/or any laws of similar tenor in the State of Nevada, including, without limitation, NRS §45.459, no longer be liable for a money judgment on the obligation secured by any deed(s) of trust, mortgage(s) or other documentation executed by Borrower or any other person, (ii) if Lender takes any action against Borrower or against Borrower's property, involuntarily other than by non-judicial foreclosure or by judicial foreclosure pursuant to CCP §726, including setoff or other self-help remedies, Lender may be prohibited, in certain circumstances, from pursuing Borrower or any other obligated party, for any money judgment upon the obligations under the Loan, and may, in certain circumstances, be barred from pursuing recovery from any real or personal property collateral for said obligations.

(b) Non-Borrower Trustor further acknowledges that the exercise of any such rights and remedies by Lender, or any other action by Lender as hereinabove described, may also affect or eliminate Non-Borrower Trustor's right of subrogation to seek a money judgment or Non-Borrower Trustor's right to enforce other rights against Borrower or such other parties. Non-Borrower Trustor may, therefore, succeed to a partially or totally non-reimbursable liability, and Non-Borrower Trustor understands and acknowledges that Non-Borrower Trustor's subrogation rights to seek a judgment or to pursue recovery against such parties, or to pursue collateral security for said obligations, or any of them, may, therefore, be substantially impaired or destroyed. Nevertheless, Non-Borrower Trustor hereby authorizes and empowers Lender, at its sole option, without notice or demand and without affecting the liability of Non-Borrower Trustor under the Security Instrument, to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may be available to it, including the right to foreclose by non-judicial sale, any or all of the deed(s) of trust or mortgage(s) or any other right or remedy Lender has, by law or in equity,

(c) Non-Borrower Trustor shall have no liability for any deficiency after a judicial or non-judicial foreclosure sale of real property collateral, or deed or other transfer in lieu of foreclosure, or any liability under the Loan except to the extent of its interest in the real property collateral encumbered by the Security Instrument.

9. Non-Borrower Trustor further waives any and all rights to receive any notice of judicial or non-judicial sale or foreclosure of any real or personal property

which may be the subject of any deed(s) of trust, mortgage(s) or other documents securing the obligations under the Loan, and Non-Borrower Trustor's failure to receive any such notice shall not impair or affect Non-Borrower Trustor's liability.

Notwithstanding any foreclosure of such real or personal property collateral securing the obligations under the Loan, or any other guaranty, whether by the exercise of the power of sale contained therein, by any action for judicial foreclosure, or by any acceptance of a deed or other transfer in lieu of foreclosure, whether or not such method of foreclosure or transfer in lieu of foreclosure was for a consideration equal to or greater than the fair market value of the security property, Non-Borrower Trustor shall remain bound under the Security Instrument for the obligations of Borrower to Lender under the Loan (to the extent of the security interest in the Property granted by Non-Borrower Trustor to Lender in the Security Instrument.)

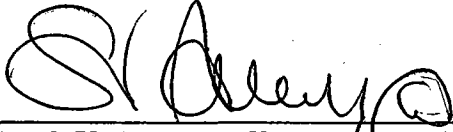
10. Non-Borrower Trustor also waives all rights and defenses that Non-Borrower Trustor may have because the Borrower's debt is or may be secured by real property. This means, among other things: (1) Lender may collect from Non-Borrower Trustor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) If Lender forecloses on any real property collateral pledged by the Borrower: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (B) Lender may collect from Non-Borrower Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Non-Borrower Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Trustor may have because Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses directly or indirectly based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure, and/or any and all statutes of similar tenor in the State of Nevada, including, without limitation, NRS §40.430 and NRS § 40.465, et. seq.

HAVING ACKNOWLEDGED THE FOREGOING RIGHTS AND DEFENSES WHICH TRUSTOR MAY HAVE AND THE CONSEQUENCES OF WAIVING THE FOREGOING RIGHTS AND DEFENSES, AND GIVING THE FOREGOING AUTHORIZATIONS, NON-BORROWER TRUSTOR HEREBY FURTHER WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY LENDER, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NON-JUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED NON-BORROWER TRUSTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHERWISE, AND ANY LAW OF SIMILAR TENOR IN THE STATE OF NEVADA, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, SECTIONS 40.475 AND 40.485 OF THE NEVADA REVISED STATUTES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Non-Borrower Trustor has executed this Rider To Deed Of Trust By Non-Borrower Trustor as of the 18TH day of NOVEMBER 2019.

NON-BORROWER TRUSTOR:



Sarah V. Anaya, as Trustee of the SARAH V. ANAYA TRUST Dated December 31, 2003, As Amended and Restated ("Trust"), but solely for the limited purpose of supporting the Trust's granting of a lien in the Property pursuant to the Security Instrument. The foregoing Trust has no personal obligation hereunder for payment of any sums secured by the Security Instrument

**RIDER TO DEED OF TRUST BY
NON-BORROWER TRUSTOR
(TO BE RECORDED WITH SECURITY INSTRUMENT)**

This RIDER TO DEED OF TRUST BY NON-BORROWER TRUSTOR is attached to and made a part of that certain DEED OF TRUST dated NOVEMBER 18, 2019 (the "Security Instrument"), executed by, *inter alia*, SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003, AS AMENDED AND RESTATED WHO ACQUIRED TITLE AS SARAH V. ANAYA, TRUSTEE OF THE SARAH V. ANAYA TRUST DATED DECEMBER 31, 2003 ("Non-Borrower Trustor"), in favor of BANK OF AMERICA, N.A., a national banking association ("Lender"), as security for the obligations of SCOTT H. HILKENE AS TRUSTEE OF THE SCOTT H. HILKENE REVOCABLE TRUST DATED MAY 11, 1993, AS AMENDED AND RESTATED, AND SCOTT H. HILKENE, AN INDIVIDUAL (collectively, "Borrower"), to Lender pursuant to that certain ADJUSTABLE RATE NOTE dated NOVEMBER 18, 2019 executed by Borrower in favor of Lender in the original principal sum of TWO MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,400,000.00) (the "Loan"). Non-Borrower Trustor is not liable under the Note, but Non-Borrower Trustor is executing the Security Instrument at the request of and as an accommodation to Borrower. In consideration for the financial accommodations extended by Lender to or at the request of Borrower, Non-Borrower Trustor agrees as follows:

1. At any time, in such manner and from time to time, upon such terms and at such times as it considers best and with or without notice to Non-Borrower Trustor, and without affecting Non-Borrower Trustor's continuing liability hereunder, Non-Borrower Trustor authorizes Lender to (i) change the time or manner of payment of any of the obligations of Borrower under the Loan by renewal, extension, acceleration or otherwise, (ii) alter or change any other provision under the Loan including the rate of interest thereon, (iii) accept partial payment on any of the obligations under the Loan, (iv) accept new or additional instruments, agreements or documents relative to any of the obligations under the Loan, (v) release, substitute or add one or more endorsers, cosigners or guarantors therefor, (vi) amend or modify the terms of the Loan, including the maximum liability thereunder, (vii) obtain collateral for the payment of any obligations under the Loan; (viii) waive, release, exchange, substitute, release or modify, in whole or in part, existing or after-acquired collateral securing payment of the obligations under the Loan on such terms as Lender at its sole discretion shall determine, (ix) subordinate payment of all or any part of the obligations under the Loan to other creditors of Borrower or other persons on such terms as Lender deems appropriate, (x) apply any sums received from Borrower, endorser or cosigner or from the sale or collection of collateral or its proceeds to any indebtedness whatsoever in any order and regardless of whether or not such indebtedness is secured hereby, is secured by collateral or is due and payable, (xi) apply any sums received from Non-Borrower Trustor or from the sale of the Property to any, all, or any portion of the obligations under the Loan in any order regardless of whether said obligations are due and payable, and (xii) exercise any right or remedy it may have with respect to any obligations under the Loan or any collateral

securing any such obligations, the Security Instrument or any guaranty, including bidding and purchasing at any sale of any such collateral, and compromising, collecting or otherwise liquidating any collateral or any obligations.

2. To the extent permitted by law, Non-Borrower Trustor also waives any and all rights or defenses arising by reason of (a) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Borrower, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (b) any election of remedies by Lender which destroys or otherwise adversely affects Non-Borrower Trustor's subrogation rights or Non-Borrower Trustor's rights to proceed against any Borrower for reimbursement, including without limitation, any loss of rights Non-Borrower Trustor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (c) any disability or other defense of any Borrower, of any guarantor, or of any other person, or by reason of the cessation of any Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness secured by the Deed of Trust; (d) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (e) any statute of limitations, if at any time any action or suit brought by Lender against Non-Borrower Trustor is commenced there is outstanding indebtedness of any Borrower to Lender which is not barred by any applicable statute of limitations; or (f) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by any Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to such Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust.

3. To the extent permitted by law, Non-Borrower Trustor hereby waives and relinquishes all rights and remedies accorded by applicable law to guarantors generally and agrees not to assert or take advantage of any such rights or remedies, including, without limitation: (a) any right provided by Nevada Revised Statutes ("NRS") § 40.430, or any other statute or decision, to require Lender to proceed against a Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power before proceeding against Non-Borrower Trustor; (b) any defense based upon an election of remedies by Lender, including, without limitation, the marshaling of assets (or any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal); and (c) to the extent permitted by applicable law, the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed against any person or entity obligated for payment of the indebtedness, after any foreclosure or trustee's sale of any security for the indebtedness.

4. Non-Borrower Trustor further waives and agrees not to assert or claim at any time any deductions to the amount secured under the Deed of Trust for any claim of

setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by Borrower, Non-Borrower Trustor, or any of them.

5. Non-Borrower Trustor acknowledges that Non-Borrower Trustor may have certain rights under applicable law which, if not waived by Non-Borrower Trustor, might provide Non-Borrower Trustor with defenses against Non-Borrower Trustor's liability under the Security Instrument. Among those rights are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code ("CC"), and any and all statutes of similar tenor in the State of Nevada, including, without limitation, NRS §§ 40.430, and 40.465 to 40.495, inclusive. Non-Borrower Trustor waives all of Non-Borrower Trustor's rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Non-Borrower Trustor by reason of any or all of CC §§ 2787 to 2855, inclusive, and/or any laws of similar tenor in the State of Nevada, including, without limitation, NRS §§ 40.430, and 40.465 to 40.495, inclusive, and specifically including, without limitation, Non-Borrower Trustor's rights:

(a) To require Lender to notify Non-Borrower Trustor of any default by Borrower, provide Non-Borrower Trustor with notice of any sale or other disposition of security for the Loan, disclose information with respect to the Loan, Borrower, or any other trustor, co-signer or endorser, or with respect to any collateral;

(b) That Non-Borrower Trustor's obligation under the Security Instrument must be commensurate with that of Borrower;

(c) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other guarantor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the Loan are altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the Loan, and/or if Lender designates the portion of the Loan to be satisfied;

(f) To be discharged upon any modification of the Loan or the release by Lender of Borrower or any other guarantor, endorser or co-signer;

(g) To require Lender to proceed against Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender's power;

(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the Loan;

(i) To have any security for the Loan first applied to satisfy or discharge the Loan;

(j) That any arbitration award rendered against Borrower not constitute an award against Non-Borrower Trustor;

(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any portion of the Loan, or if recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Lender realizes upon any collateral; and

(l) To be discharged due to the release or discharge of any collateral for all or any portion of the Loan or guaranty, or relating to the validity, value or enforceability of any collateral.

Non-Borrower Trustor further waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of the Security Instrument, notices of the existence, creation or incurring of any new or additional obligations, and all other notices and demands of any kind or nature whatsoever except as expressly set forth herein, including, without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional obligations or of any action or non-action on the part of Borrower, Lender, any endorser, any creditor of Borrower or Non-Borrower Trustor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Lender as collateral or in connection with any such indebtedness.

6. Non-Borrower Trustor, by execution hereof, represents and warrants to Lender that the relationship between Non-Borrower Trustor and Borrower is such that Non-Borrower Trustor has access to all relevant facts and information concerning the indebtedness under the Loan and Borrower, and each of them, and that Lender can rely upon Non-Borrower Trustor having such access. Non-Borrower Trustor waives and agrees not to assert any duty on the part of Lender to disclose to Non-Borrower Trustor any facts that it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Non-Borrower Trustor intends to assume or has reason to believe that such facts are unknown to Non-Borrower Trustor or has a reasonable opportunity to communicate such facts to Non-Borrower Trustor. Non-Borrower Trustor is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Lender.

7. Non-Borrower Trustor acknowledges that all or a portion of the present or future obligations of Borrower to Lender is or may be secured by deeds of trust or mortgages covering certain interest in real property including, but not limited to, the Security Instrument. Non-Borrower Trustor understands that the exercise by Lender of certain rights and remedies contained in deed(s) of trust or other loan documents executed by or to be executed by Borrower or any other person or Lender's purchase or

other acquisition of any real property or personal property collateral may impair, diminish, affect or eliminate Lender's rights against Borrower or any guarantor, endorser or co-signor including, without limitation, the right to seek and obtain a money judgment against Borrower and, therefore, Non-Borrower Trustor's right of subrogation to seek a money judgment against Borrower or any such other party. Non-Borrower Trustor further acknowledges that if Lender fails to bring an action against Borrower, or any of them, to obtain a deficiency judgment within the time required by California Code of Civil Procedure ("CCP") §580a or §726, or any statutes of similar tenor in the State of Nevada, Lender may be barred from seeking a money judgment against that Borrower, or any of them.

8. (a) Non-Borrower Trustor acknowledges that (i) if Lender forecloses on real property collateral by non-judicial sale, Borrower will and any guarantor, endorser or co-signor may, by virtue of CCP §580d, and/or any laws of similar tenor in the State of Nevada, including, without limitation, NRS §45.459, no longer be liable for a money judgment on the obligation secured by any deed(s) of trust, mortgage(s) or other documentation executed by Borrower or any other person, (ii) if Lender takes any action against Borrower or against Borrower's property, involuntarily other than by non-judicial foreclosure or by judicial foreclosure pursuant to CCP §726, including setoff or other self-help remedies, Lender may be prohibited, in certain circumstances, from pursuing Borrower or any other obligated party, for any money judgment upon the obligations under the Loan, and may, in certain circumstances, be barred from pursuing recovery from any real or personal property collateral for said obligations...

(b) Non-Borrower Trustor further acknowledges that the exercise of any such rights and remedies by Lender, or any other action by Lender as hereinabove described, may also affect or eliminate Non-Borrower Trustor's right of subrogation to seek a money judgment or Non-Borrower Trustor's right to enforce other rights against Borrower or such other parties. Non-Borrower Trustor may, therefore, succeed to a partially or totally non-reimbursable liability, and Non-Borrower Trustor understands and acknowledges that Non-Borrower Trustor's subrogation rights to seek a judgment or to pursue recovery against such parties, or to pursue collateral security for said obligations, or any of them, may, therefore, be substantially impaired or destroyed. Nevertheless, Non-Borrower Trustor hereby authorizes and empowers Lender, at its sole option, without notice or demand and without affecting the liability of Non-Borrower Trustor under the Security Instrument, to exercise, in its sole discretion, any rights and remedies, or any combination thereof, which may be available to it, including the right to foreclose by non-judicial sale, any or all of the deed(s) of trust or mortgage(s) or any other right or remedy Lender has, by law or in equity.

(c) Non-Borrower Trustor shall have no liability for any deficiency after a judicial or non-judicial foreclosure sale of real property collateral, or deed or other transfer in lieu of foreclosure, or any liability under the Loan except to the extent of its interest in the real property collateral encumbered by the Security Instrument.

9. Non-Borrower Trustor further waives any and all rights to receive any notice of judicial or non-judicial sale or foreclosure of any real or personal property

which may be the subject of any deed(s) of trust, mortgage(s) or other documents securing the obligations under the Loan, and Non-Borrower Trustor's failure to receive any such notice shall not impair or affect Non-Borrower Trustor's liability. Notwithstanding any foreclosure of such real or personal property collateral securing the obligations under the Loan, or any other guaranty, whether by the exercise of the power of sale contained therein, by any action for judicial foreclosure, or by any acceptance of a deed or other transfer in lieu of foreclosure, whether or not such method of foreclosure or transfer in lieu of foreclosure was for a consideration equal to or greater than the fair market value of the security property, Non-Borrower Trustor shall remain bound under the Security Instrument for the obligations of Borrower to Lender under the Loan (to the extent of the security interest in the Property granted by Non-Borrower Trustor to Lender in the Security Instrument.)

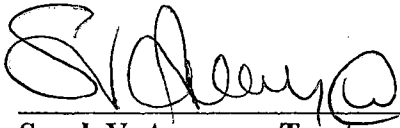
10. Non-Borrower Trustor also waives all rights and defenses that Non-Borrower Trustor may have because the Borrower's debt is or may be secured by real property. This means, among other things: (1) Lender may collect from Non-Borrower Trustor without first foreclosing on any real or personal property collateral pledged by Borrower; (2) If Lender forecloses on any real property collateral pledged by the Borrower: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (B) Lender may collect from Non-Borrower Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Non-Borrower Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Borrower Trustor may have because Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses directly or indirectly based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure, and/or any and all statutes of similar tenor in the State of Nevada, including, without limitation, NRS §40.430 and NRS § 40.465, et. seq.

HAVING ACKNOWLEDGED THE FOREGOING RIGHTS AND DEFENSES WHICH TRUSTOR MAY HAVE AND THE CONSEQUENCES OF WAIVING THE FOREGOING RIGHTS AND DEFENSES, AND GIVING THE FOREGOING AUTHORIZATIONS, NON-BORROWER TRUSTOR HEREBY FURTHER WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY LENDER, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NON-JUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A GUARANTEED OBLIGATION, HAS DESTROYED NON-BORROWER TRUSTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHERWISE, AND ANY LAW OF SIMILAR TENOR IN THE STATE OF NEVADA, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, SECTIONS 40.475 AND 40.485 OF THE NEVADA REVISED STATUTES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Non-Borrower Trustor has executed this Rider To Deed Of Trust By Non-Borrower Trustor as of the 18TH day of NOVEMBER 2019.

NON-BORROWER TRUSTOR:



Sarah V. Anaya, as Trustee of the SARAH V. ANAYA TRUST Dated December 31, 2003, As Amended and Restated ("Trust"), but solely for the limited purpose of supporting the Trust's granting of a lien in the Property pursuant to the Security Instrument. The foregoing Trust has no personal obligation hereunder for payment of any sums secured by the Security Instrument

COPY

EXHIBIT "A"
Legal Description

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

PARCEL 1:

Lot 8 in Block E of the Amended Map of Subdivision No. 2 of Zephyr Cove Properties, Inc., according to the Map thereof, filed in the office of the County Recorder of Douglas County, Nevada on August 5, 1929, as Document No. 267.

APN; 1318-09-810-046

PARCEL 2:

An Undivided 1/7th interest in and to the following property:

Lot 1A in Block C as shown on the Amended Map of Zephyr Cove Properties, Inc., Subdivision No. 2, filed in the office of the recorder of Douglas County, Nevada, on August 5, 1929.

Excepting therefrom all that portion conveyed to Douglas County by Deed recorded November 6, 1995 in Book 1195, Page 765 as Document No. 374249, Official Records.

Also excepting therefrom all that portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS. 321.595.

APN: 1318-09-810-010

APN: 1318-09-810-046