

APN: 1420-32-002-005

**When Recorded Please Mail To:**

Michael G. Millward, Esq.  
1591 Mono Avenue  
Minden, NV 89423

**Mail Tax Statements To:**

William H. Barth II & Raquel Barth  
2685 Billy's Road,  
Minden, NV 89423



00104032201909401090080081

KAREN ELLISON, RECORDER

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

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS**, hereinafter referred to as the "Deed of Trust" effective the 16 day of December, 2019, by and between WILLIAM H. BARTH II and RAQUEL BARTH of Minden, Nevada, hereinafter together referred to as "Debtors" or "Makers," ASHLEY VOSS of Gardnerville, Nevada, hereinafter referred to as "Trustee," and MICHAEL G. MILLWARD and MARSHA JO MILLWARD of Gardnerville, Nevada, hereinafter referred to as "Beneficiary" or "Holders."

**RECITALS**

The Debtors hereby agree to the following recitals:

**WHEREAS**, Debtors are indebted to Beneficiary as evidenced by the Secured Promissory Note executed on 16 day of December, 2019 (hereinafter "Note").

**WHEREAS** Debtors agree to provide this Deed of Trust to secure prompt payment of the indebtedness described above by Debtors' real property described herein..

**AGREEMENT**

**NOW THEREFORE**, in consideration of the indebtedness herein recited, Debtors hereby convey and warrant unto Trustee the property described below in "**Exhibit A**" situated in

Douglas County, State of Nevada, together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to (hereinafter "Property").

This conveyance of an interest in the Property and the power of sale, however, is in trust (subject to the covenants, stipulations and conditions below), to secure prompt payment of all existing and future indebtedness due from Debtors to Beneficiary under the provisions of this Deed of Trust. If Debtors shall pay said indebtedness promptly when due and shall perform all covenants made by Debtors, then this conveyance shall be void and of no effect.

If Debtors are in default as provided in Section Eight then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Beneficiary, become at once due and payable without notice to Debtors, and Trustee shall, at the request of Beneficiary, exercise the power of sale to sell the Property conveyed in accordance with the laws of Nevada in which the Property is located. Beneficiary shall have the same right to purchase the Property at the foreclosure sale, as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale, Trustee shall first pay all costs of the sale including reasonable compensation to the Trustee; then the indebtedness due Beneficiary by Debtors, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtors.

**IT IS AGREED** that this conveyance is made subject to the covenants, stipulations and conditions set forth in the sections below which terms shall be binding upon all parties hereto.

Section One:

This Deed of Trust shall secure the indebtedness acknowledged herein above. It is required that all transactions covered by Truth in Lending documents that evidences the transaction indicate all notes, debts, obligations and liabilities owed to Beneficiary that are secured by this Deed of Trust. Therefore, this Deed of Trust will in no way secure any form of credit governed by the Truth in Lending Act unless the document which evidences the Credit Transaction indicates by proper disclosure that the Transaction is secured by this Deed of Trust.

Section Two:

Debtors shall keep all improvements on the Property herein conveyed insured against fire, all hazards included within the term "extended coverage," flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Beneficiary may reasonable require in such amounts as Debtors may determine but for not less than the indebtedness secured by this Deed of Trust.

All policies shall be written by reliable insurance companies acceptable to Beneficiary, shall include standard loss payable clauses in favor of Beneficiary and shall be delivered to Beneficiary, Debtors shall promptly pay when due all premiums charged for such insurance, and shall furnish Beneficiary the premium receipts for inspection. Upon Debtors' failure to pay the premiums, Beneficiary shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtors shall promptly notify Beneficiary who may make proof of loss if timely proof is not made by Debtors. All loss payments shall be made directly to Beneficiary as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtors, or release such proceeds in whole or in part to Debtors.

Section Three:

Debtors shall pay all taxes and assessments, general or special, levied against the Property or upon the Interest of Trustee or Beneficiary therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and, upon demand of the Beneficiary, Debtors shall furnish Beneficiary the tax receipts for inspection.

Should Debtors fail to pay all taxes and assessments when due, Beneficiary shall have the right, but not the obligation, to make these payments.

Section Four:

Debtors shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtors shall use the Property for lawful purposes

only. Beneficiary may make or arrange to be made entries upon and inspections of the Property after first giving Debtors 30 days' notice prior to any inspection specifying a just cause related to Beneficiary's interest in the Property.

Beneficiary shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtors a reasonable opportunity to make the repairs.

Section Five:

Any sums advanced by Beneficiary for insurance, taxes, repairs or construction as provided in Sections 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtors to Beneficiary, with interest at the rate specified in the Note representing the primary indebtedness, within **THIRTY** (30) days following written demand for payment sent by Beneficiary to Debtors by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Beneficiary has made payment shall serve as conclusive evidence thereof.

Section Six:

As additional security, Debtors hereby assign to Beneficiary all rents accruing on the Property. Debtors shall have the right to collect and retain the rents as long as Debtors are not in default as provided in Section Eight. In the event of default, Beneficiary in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

Section Seven:

This Deed of Trust may not be assumed by any buyer from Debtors. Any attempted transfer of any interest in this Property (including, but not limited to possession) to anyone other than Beneficiary will constitute a default and Beneficiary may accelerate

the entire balance of the indebtedness. If Beneficiary elects to exercise the option to accelerate, Beneficiary shall send Debtors notice of acceleration by certified mail. Such notice shall provide a period of THIRTY (30) days from the date of mailing within which Debtors may pay the indebtedness in full. If Debtors fails to pay such indebtedness prior to the expiration of THIRTY (30) days, Beneficiary may, without further notice to Debtors, invoke any remedies set forth in this Deed of Trust.

Section Eight:

In addition to those events described herein above which are deemed to constitute a default, Debtors shall also be deemed to be in default under the provisions of the Deed of Trust under the following circumstances:

- a. Debtors fail to comply with any of Debtors' covenants or obligations contained herein, or stated within the Note;
- b. Debtors fail to pay any of the indebtedness secured hereby, or any installment thereof; or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration;
- c. Debtors materially breach the terms of the Note or any and all Agreements attached thereto as an Exhibit thereof or as has been otherwise incorporated therein; and/or
- d. Debtors become bankrupt or the property is placed in receivership;

Section Nine:

Beneficiary may at any time, without giving formal notice to the original or any successor Trustee, or to Debtors, and without regard to the willingness or inability of any such Trustee to execute and fulfill the duties of this Deed of Trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee.

Section Ten:

Each privilege, option or remedy provided in this Deed of Trust to Beneficiary is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, cumulatively or successively by Beneficiary or by any other owner or holder of the indebtedness. Forbearance by Beneficiary in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Beneficiary's right to exercise such privilege, option or remedy in event of any subsequent accrual.

Section Eleven:

The words "Beneficiary" shall each embrace the named individuals. The covenants herein contained are binding, and the benefits stated herein shall inure to the respective legal or personal representatives, and/or the successors or assigns of the parties hereto subject to the provisions of this Deed of Trust. The Debtors' obligations stated herein shall be joint and severally applicable to each individually. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular.

Section Twelve:

This Deed of Trust shall be governed by the laws of the State of Nevada. If any provision of this Deed of Trust shall be declared invalid, the intent of the parties is that the remaining provisions shall remain in full force and effect and shall be enforced.

**DEBTORS ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO READ AND REVIEW THIS DEED OF TRUST. DEBTORS AGREE THAT THIS DEED OF TRUST IS A LEGAL AND BINDING CONTRACT THAT IS ENFORCEABLE BY THE BENEFICIARY AND BY THE TRUSTEE.**

**DEBTORS FURTHER ACKNOWLEDGE THAT THEY UNDERSTAND THE FOREGOING TERMS OF THIS DEED OF TRUST AND THE IMPLICATIONS OF THE ENFORCEMENT THEREOF.**

IN WITNESS WHEREOF, Debtors, WILLIAM H. BARTH II and RAQUEL BARTH,  
execute this Deed of Trust on this 16 day of December, 2019.

DEBTORS

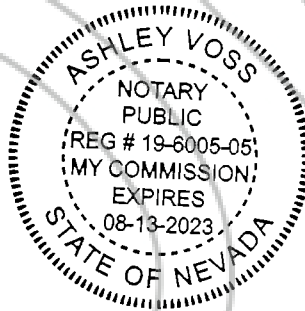
William H. Barth II  
WILLIAM H. BARTH II

Raquel Barth  
RAQUEL BARTH

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

This instrument is acknowledged before me on the 11 day of December, 2019, by WILLIAM H. BARTH II and by RAQUEL BARTH, individually.

Ashley Voss  
NOTARY PUBLIC



**EXHIBIT "A"**

The land referred to herein is situated in the State of Nevada, Douglas County, and more particularly described as follows:

Situate in the West ½ of Section 32, Township 14 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel 2-D, as set forth on Parcel Map 2 for Tomerlin Carlson and Adams, filed for record on July 16, 1985, as Document No. 120188, Official Records of Douglas County, State of Nevada.

Together with all water rights, surface or ground permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property.

In Reference to Water Rights Contained in Number 127 of the Carson River Decree, in Regards to 3.84 Water Righted Appurtenant to the Acreage contained in Original Parcel Number 21-020-37.

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