

DOUGLAS COUNTY, NV **2020-940454**
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TICOR TITLE - GARDNERVILLE
KAREN ELLISON, RECORDER

A. P. No. 1320-33-402-079

When recorded mail to:
Robert King
PO Box 12224
Zephyr Cove, NV 89448

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DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST made December 30, 2019, between Belly Acres, LLC a Nevada Limited Liability Company, by and through its Manager, Santa Ynez Valley Construction Company, by and through its Vice-President, Kim M. Byrd, herein called "Trustor", whose address is P.O. Box 489, Minden, NV 89423; TICOR TITLE COMPANY, a Nevada Corporation, herein called "Trustee"; and ROBERT B. KING, as to an undivided 50.00% interest (representing a portion of the original principal contribution of \$200,000.00) whose address is: P.O. Box 12224, Zephyr Cove, NV 89448, and; ANTHONY C. KING, as to an undivided 50.00% interest (representing a portion of the original principal contribution of \$200,000.00), whose address is: 1566 Big Valley Way, Reno, NV 89521 herein called "Beneficiary",

W I T N E S S E T H:

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

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

PARCEL 1:

A parcel of land located within a portion of the Southwest ¼ of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian (Exhibit A)

Parcel 2:

Together with an Access Easement as described in Easement Grant Deed to Roy Hellwinkel and Edith Hellwinkel recorded in office of the Recorder of Douglas County, State of Nevada, on June 16, 1995 in Book 0695 at Page 2497 as Document No. 364203, Official Records. (Exhibit A)

INCLUDING all surface and subsurface water rights appurtenant to said property.

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

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$400,000.00, according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair, provided that Trustor may, in the exercise of Trustor's sole discretion, remove and demolish any existing building or improvement thereon. In the event Trustor elects to construct new buildings or improvements, the new buildings or improvements shall be constructed in a good and workmanlike manner.

2. If new buildings or improvements are constructed, Trustor shall pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon, not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said Property.

3. During the continuance of this Trust, Trustor covenants to keep all buildings that may be constructed or renovated on the Property in good repair and insured against loss by fire, with extended coverage endorsement in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor agrees to pay and discharge all costs, fees and expenses of this Trust incurred in connection with any default by Trustor.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees.

6. Trustor promises and agrees that if during the existence of this Trust, thereby commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any party thereof, be made or asserted, it will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

7. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

8. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

10. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

11. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and note secured hereby to Trustee for cancellation and retention, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

12. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

13. The following covenant Nos. 1, 2, 3, 4 (interest 9.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

14. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

15. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

16. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

**EXHIBIT A
LEGAL DESCRIPTION**

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

PARCEL 1:

A parcel of land located within a portion of the Southwest $\frac{1}{4}$ of Section 33, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point described as Corner No. 1 in the Deed between Jensen and Hardy recorded December 22, 1942 in the office of Recorder in Book W of Deeds, at Page 374, as Document No. 11028, being the Southeasterly corner of the parcel shown as Adjusted APN 25-333-15 on the Record of Survey to Support a Boundary Line Adjustment for the Jeanne B. Dossey Living Trust recorded December 7, 1993 in said office of Recorder in Book 1293, at Page 1301, as Document No. 324362; thence along the Northerly line of Toler Lane, South $89^{\circ}34'11''$ East, 23.60 feet to the Southwesterly corner of the Grammar School Lot as described in said Deed between Jensen and Hardy (Book W of Deeds, at Page 374, as Document No. 11028); thence along the Westerly line of said Grammar School Lot as described the Deeds between Hellwinkel and Douglas County School District recorded October 11, 1967 in said office of Recorder in Book 54, at Page 123, as Document No. 38519 and recorded in Book 54, at Page 129, as Document No. 38521, the following courses:

North $00^{\circ}25'49''$ East, 504.65 feet;
North $89^{\circ}34'11''$ West, 148.92 feet;
North $00^{\circ}25'49''$ East, 345.31 feet to a found $\frac{1}{2}''$ iron pipe, no tag, the Northwesterly corner of the parcel as described in said Deed between Hellwinkel and Douglas County School District (Book 54, at Page 123, as Document No. 38519), the POINT OF BEGINNING;

Thence North $05^{\circ}47'22''$ East, 279.22 feet to Southeasterly corner of Lot 132 as shown on the Final Subdivision Map for Chichester Estates, Phase 1, recorded September 12, 1995 in said office of Recorder in Book 995, at Page 1407, as Document No. 370215; thence along the Southerly and Westerly boundaries of said Chichester Estates, the following courses:

South $89^{\circ}26'31''$ East, 681.65 feet;
South $00^{\circ}20'05''$ West, 279.47 feet to the Westerly terminus of Giles Lane as shown on said Chichester Estates;

Thence along said Northerly line of the parcel as described in the Deed between Hellwinkel and Douglas County School District (Book 54, at Page 123, as Document No. 38519), North $89^{\circ}19'41''$ West, 708.20 feet to the POINT OF BEGINNING.

Reference is hereby made to that certain Record of Survey to Support a Boundary Line Adjustment for Hellwinkel Exemption, Marital, and Survivor's Trusts and Robertson Family Exemption Trust

recorded in the office of the recorder of Douglas County, State of Nevada on October 31, 2011 in Book 1011 at Page 5482 as Document No. 791703, Official Records.

Note: Legal description previously contained in Book 1011 at Page 5468 as Document No. 791701 recorded on October 31, 2011.

PARCEL 2:

Together with an Access Easement as described in Easement Grant Deed to Roy Hellwinkel and Edith Hellwinkel recorded in the office of the Recorder of Douglas County, State of Nevada, on June 16, 1995 in Book 0695 at Page 2497 as Document No. 364203, Official Records.

APN: 1320-33-402-079

