

DOUGLAS COUNTY, NV

2020-943509

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\$40.00 Pgs=20

03/13/2020 03:25 PM

TICOR TITLE - GARDNERVILLE

KAREN ELLISON, RECORDER

APN: 1022-29-702-006

The undersigned hereby affirms that this document
Submitted for recording does not contain the social
Security number of any person or persons.
(Pursuant to NRS 239b.030)

TITLE OF DOCUMENT: ORDER REGARDING 3535 TOPAZ PARK ROAD, DOUGLAS
COUNTY, NEVADA 89410 (APN: 1022-29-702-006)

WHEN RECORDED MAIL TO:

Ticor Title
1483 US Highway 395 N., Suite B
Gardnerville, NV 89410

This document is recorded as an
ACCOMMODATION ONLY and
without liability for the consideration
therefore, or as to the validity or
sufficiency of said instrument, or for
the effect of such recording on the
title of the property involved.

REC'D & FILED

2020 FEB -6 AM 7:00

AUBREY ROWLATT
CLERK

BY

OFFICIAL

1 G. Barton Mowry, NSB #1934
2 Enrique R. Schaerer, NSB #11706
3 MAUPIN, COX & LeGOY
4 4785 Caughlin Parkway
5 Reno, Nevada 89519
6 (775) 827-2000
7 Attorneys for Administrator

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR CARSON CITY**

10 IN THE MATTER OF THE ESTATE OF
11 YVONNE WEAVER, also known as
12 YVETTE WEAVER,
13
14 Deceased.

Case No. 17 PBT 00117 1B
Dept. No. 1

15 **ORDER REGARDING 3535 TOPAZ PARK ROAD, DOUGLAS**
16 **COUNTY, NEVADA 89410 (APN: 1022-29-702-006)**

17 This matter comes before this Court pursuant to a Petition for Instructions filed
18 by Randal S. Kuckenmeister (the "Administrator"), as Administrator, C.T.A., of the
19 Estate of Yvonne Weaver, also known as Yvette Weaver, deceased (the "Estate")
20 regarding real property located at 3535 Topaz Park Road, Douglas County, Nevada
21 89410, A.P.N. 1022-29-702-006 (the "Topaz property"), more particularly described as:

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

24 **PARCEL 1:**

25 Parcel 2, as set forth on that certain Moore/Hurder Parcel Map No. 2
26 being a portion of the NW ¼ of the SE ¼ of Section 29, Township 10
North Range 22 East, M.D.B.&M., Douglas County, Nevada, filed for
record in the office of the County Recorder of Douglas County, Nevada
on December 5, 1979, in Book 1279, Page 194 as Document No. 39322
and amended by Certificate recorded January 2, 1980, in Book 180,
Page 73, Document No. 40268 and further amended by Certificate
recorded October 12, 1981, in Book 1081, Page 648, Document No.
61137.

PARCEL 2:

An easement and right to use that portion of Parcel 4 of Parcel Map for
Angus W. McLeod, recorded in Book 1081 at Page 1120 as File No.
61372, adjacent to and fronting upon the body of water known as Topaz
Lake, as granted in Deed recorded August 6, 1970, in Book 78 at Page

249, as File No. 48992, Official Records.

The relevant procedural and factual background is as follows:

On October 11, 2019, the Court entered an order appointing the Administrator as the administrator of the Estate and issuing letters of administration to the Administrator. Attached as **Exhibit "1"** of this Order is a copy of the relevant letters of administration.

The Administrator discovered in the files of the Estate a closing packet for a sale by Weaver Brothers, Ltd. ("Weaver Brothers"), of the Topaz property on November 13, 2015 for \$425,000. Weaver Brothers took back a promissory note, **Exhibit "2"** of this Order, and deed of trust, **Exhibit "3"** of this Order, for \$414,000 due on November 13, 2020. The promissory note is secured by the Topaz property (the "Topaz note").

The Administrator seeks an order authorizing him to negotiate a payment plan, conduct discovery, and otherwise foreclose on the Topaz note. Although the Topaz note and deed of trust are vested in Weaver Brothers, the Administrator is convinced this was in fact a personal asset of Yvonne Weaver ("Yvette"). Rene St. Pierre, Yvette's former income tax preparer, informed the Administrator during a phone call that Yvette and her husband "took title to everything in the name of Weaver Brothers, regardless of the source of funds." The Topaz property has not been reflected as an asset on historical tax returns or depreciation schedules for Weaver Brothers. The Administrator understands over \$400,000 remains due. He has been in contact with the buyer of the property who is in Mammoth Lakes, California and is attempting to obtain a payment plan in writing signed by the buyer. If the buyer does not cooperate, the Administrator will seek to foreclose on the Topaz note. He may need to subpoena bank records from Wells Fargo for both Yvette and Weaver Brothers to search for and confirm payments.

Second, the Administrator seeks an order transferring ownership of the Topaz

1 note from Weaver Brothers to Yvette as of the Topaz note's inception on November
2 13, 2015, and then from Yvette to the Estate as of the date of her death on September
3 18, 2017. That order is necessary to be able to work with Ticor Title on a foreclosure
4 action in favor of the Estate or, alternatively, if a replacement plan is negotiated with
5 the buyer, to be able to modify the Topaz note in favor of the Estate and, ultimately,
6 reconvey the deed of trust upon final payment of the Topaz note.

7 NOW, THEREFORE, based on the foregoing and good cause appearing, IT IS
8 **HEREBY ORDERED:**

9 1. The Administrator has plenary authority to negotiate a payment plan,
10 conduct discovery, and otherwise foreclose on the Topaz note.

11 2. Ownership of the Topaz note and the related deed of trust are
12 transferred from Weaver Brothers, Ltd., to Yvonne Weaver, effective *nunc pro tunc*
13 from the Topaz note's inception on November 13, 2015. Ownership of the Topaz note
14 and related deed of trust are then transferred from Yvonne Weaver to the Estate of
15 Yvonne Weaver, effective *nunc pro tunc* on the date of Yvonne Weaver's death on
16 September 18, 2017.

17 DATED: February 6, 2020.

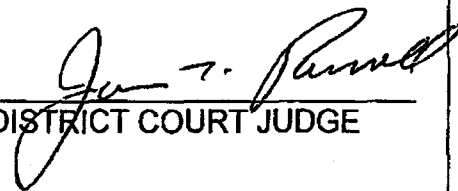
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19 
20 _____
21 DISTRICT COURT JUDGE
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EXHIBIT 1

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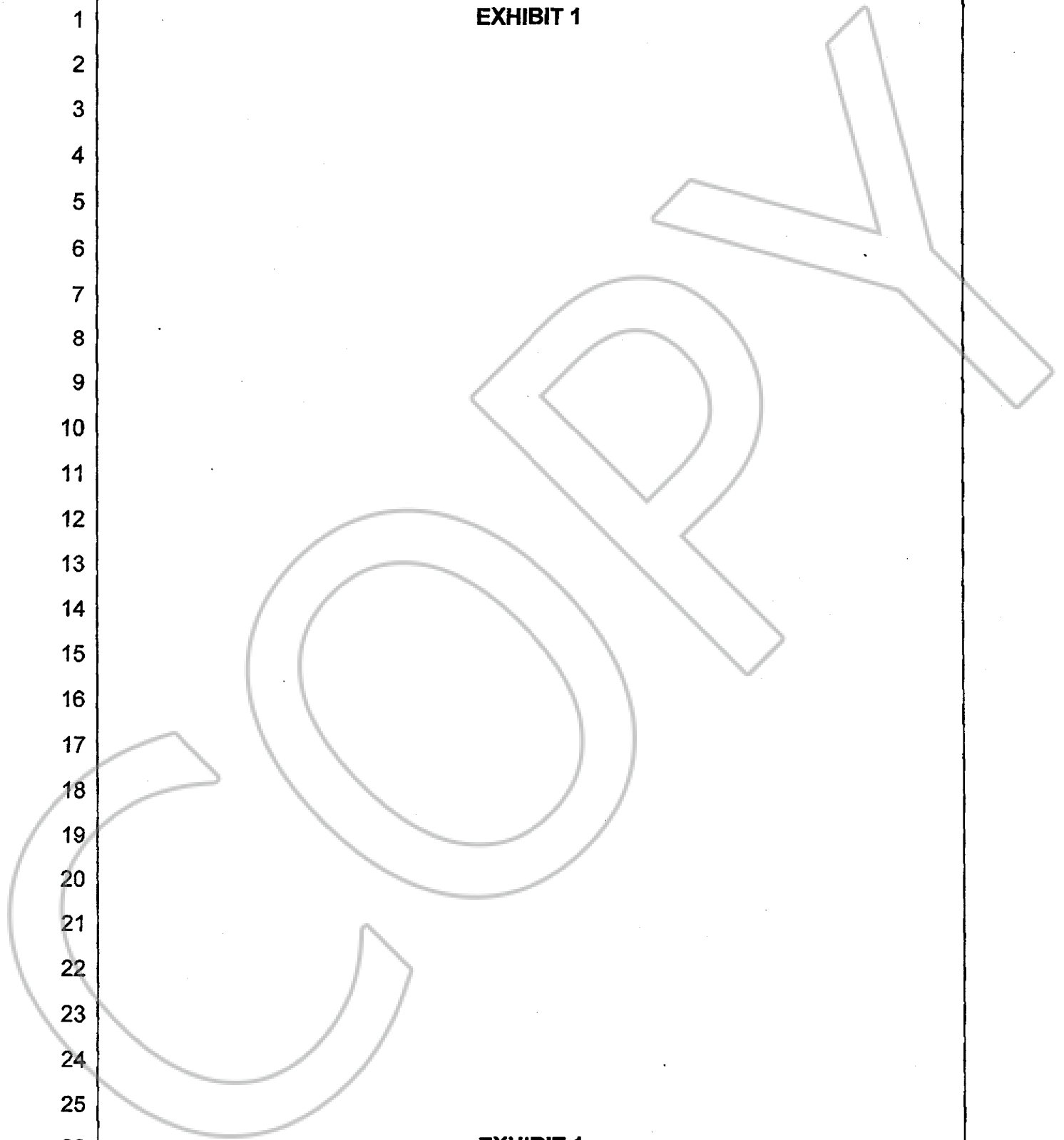


EXHIBIT 1

ALLISON MACKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 JOEL W. LOCKE, ESQ.
Nevada State Bar No. 10128
2 ALLISON MacKENZIE, LTD.
402 North Division Street
3 P.O. Box 646
Carson City, NV 89702
4 Telephone: (775) 687-0202
jlocke@allisonmackenzie.com

REC'D & FILED
2019 OCT 11 AM 9:29
V. Alegria

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR CARSON CITY

11 IN THE MATTER OF THE ESTATE
12 OF

Case No: 17 PBT 00117 1B
Dept. No: I

13 YVONNE WEAVER, also known as
14 YVETTE WEAVER,

15 Deceased.

16 LETTERS OF ADMINISTRATION

17 STATE OF NEVADA)
18 : ss.
19 CARSON CITY)

20 On October 11 2019, the Court entered an order appointing RANDAL
21 KUCKENMEISTER, as Administrator of the decedent's estate. The order includes:

22 [] full authority for the personal representative to administer the estate pursuant to
23 the Independent Administration of Estates Act;

24 [] a directive for the establishment of a blocked account for sums in excess of
25 _____ and ___/100 Dollars (\$ _____);

26 [] a directive for the posting of a bond in the sum of
27 and ___/100 Dollars (\$ _____); or

28 [X] a directive that the bond is waived.

1 The Administrator, after being duly qualified, may act and have the authority and duties
2 of Administrator as provided by law.

3 In testimony of which, I have this date signed these Letters and affixed the Seal of the
4 Court, on OCT 11 2019, 2019.

5 AUBREY ROWLATT, Court Clerk

6 **V. Alegria**

7 By: _____
8 Deputy Clerk

9
10
11 ALLISON MacKENZIE, LTD.
12 402 North Division Street, P.O. Box 646, Carson City, NV 89702
13 Telephone: (775) 687-0202 Fax: (775) 882-7918
14 E-Mail Address: inv@allisonmackenzie.com
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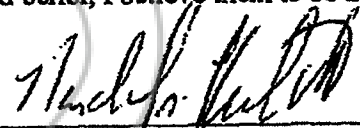
ALLISON MACKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: lnw@allisonmackenzie.com

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OFFICIAL OATH


STATE OF NEVADA)
 : ss.
CARSON CITY)

I, RANDAL KUCKENMEISTER, whose mailing address is 3860 GS Richards Blvd,
Carson City, NV 89703, solemnly affirm that I will faithfully perform according to law the duties of
Administrator of the Estate of YVONNE WEAVER, also known as YVETTE WEAVER, deceased,
and that all matters stated in any petition or paper filed with the Court by me are true of my own
knowledge, or if any matters are stated on information and belief, I believe them to be true.



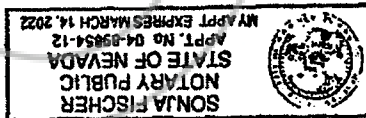
RANDAL KUCKENMEISTER

SUBSCRIBED AND AFFIRMED before me
on October 11, 2019.



NOTARY PUBLIC

4845-0846-1730, v. 1



COPY

CERTIFIED COPY

The document to which this certificate is attached is a true and correct copy of the original as the same is now in my possession.

OCT 11 2019

Assistant Secretary of the Department of the Interior, National Conservation Council, Washington, D.C.

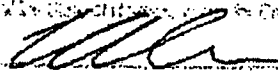
By  Secretary
Public Service Building, 1200 Maryland Drive, N.W., Washington, D.C. 20540
Phone: 202-246-6000

EXHIBIT 2

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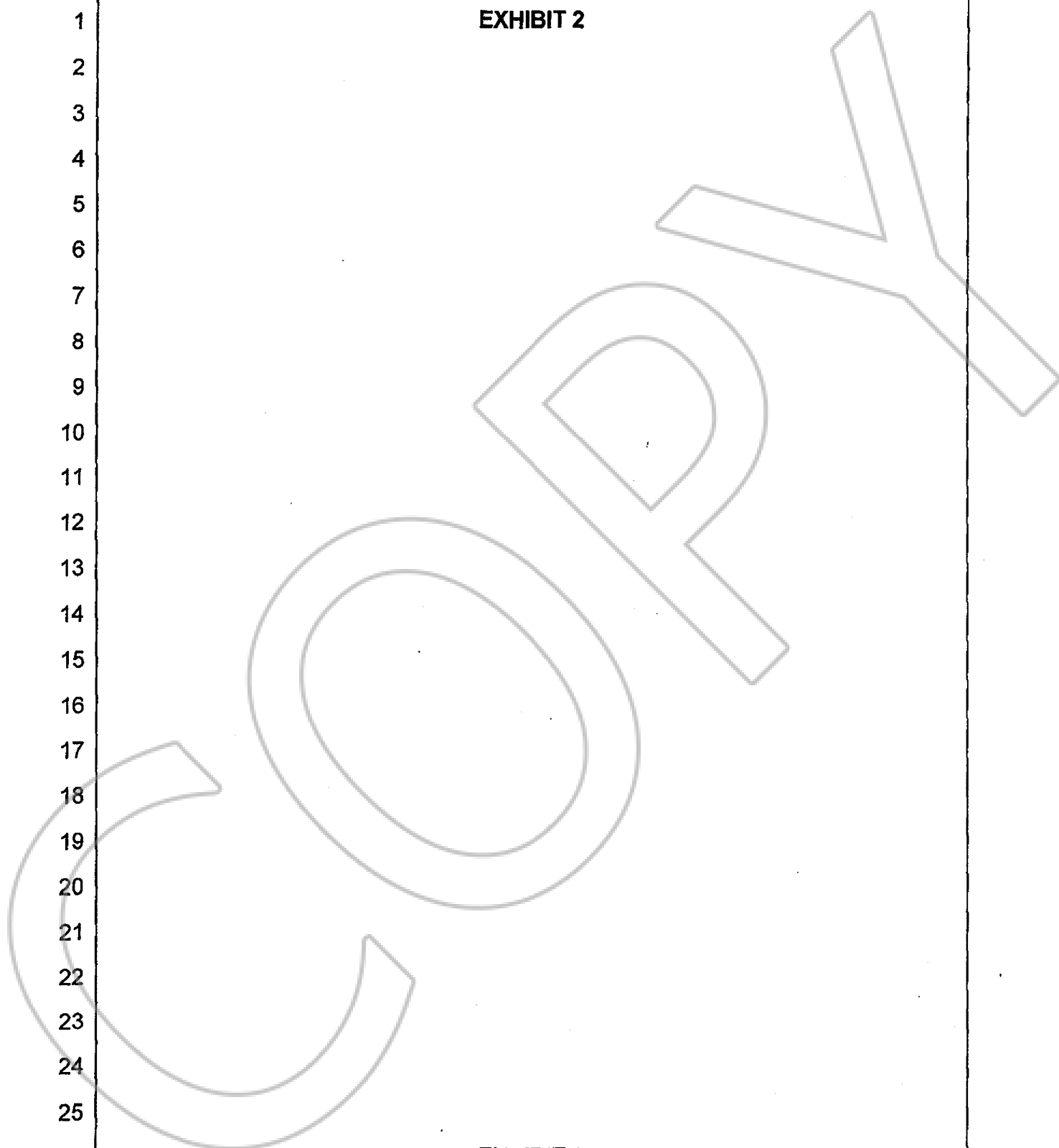


EXHIBIT 2

No.: N1500193-RLT

PROMISSORY NOTE

\$414,000.00

Gardnerville, Nevada, 11-13, 2015

FOR VALUE RECEIVED, the undersigned, jointly and severally, promises to pay to the order of WEAVER BROTHERS, LTD, a Nevada corporation, or order ("Holder"), the sum of FOUR HUNDRED FOURTEEN THOUSAND AND NO/100 DOLLARS (\$414,000.00), together with interest thereon at the rate of Four Percent (4.00%) per annum, commencing on _____, 2015, and it is hereby agreed that the said \$414,000.00, plus 4.00% interest, shall be paid as follows:

Interest only, payable in monthly installments of \$1,383.34. The first monthly installment of interest shall be thirty (30) days after close of escrow and continue thereafter on the same day of each succeeding month until _____, 2020, at which time the then remaining principal balance, plus accrued interest, shall be paid in full. In addition to the interest payments there shall be an additional payment of \$2,000.00 with the first monthly interest payment to be applied to principal and then \$3,000.00 per month to be applied to principal for the next four (4) months of interest payments which will reduce the principal balance to \$400,000.00.

There shall be a late charge of 10% of the installment then due if payment is received fifteen (15) days after the due date.

If all or any portion of the property which secures this note is conveyed by Maker by deed, contract, execution, instrument, or any other mode or means, voluntarily or involuntarily, not caused by the demise of the Maker, which will effect, in law or equity, a divestiture of Maker's interest or title in said property, then and in that event this note shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand.

Maker reserves the right to prepay all or any portion of the indebtedness evidenced by this note at any time, without penalty. Any sums prepaid shall first be applied to accrued interest on the principal balance then unpaid.

If default be made in the provisions hereof, or be made in any of the covenants contained in the Deed of Trust securing this note or be made in the payment of any installment as provided in any other note secured by said Deed of Trust; or in the event any Maker executes a general assignment for the benefit of creditors, or a bankruptcy proceeding is commenced by or against any Maker; or in the event a receiver is appointed for any Maker or the property of any Maker, then, upon the happening of any one of such events,

the entire sum of principal and interest shall forthwith become due and payable, at the option of the Holders, without notice or demand.

The Holders shall not by any act of omission or commission be deemed to waive any rights or remedies hereunder unless such waiver be in a writing signed by the Holders, and then only to the extent set forth therein.

Each Maker agrees to pay all costs and expenses incurred in enforcing collection of any portion of this note by suit or otherwise, including a reasonable attorney's fee, if an attorney is used in such collection. If suit is instituted for collection, the Court shall adjudge the attorney's fee allowed.

This note shall be the joint and several obligation of all Makers, sureties, guarantors and endorsers. Such liability shall continue in the event any extension of time for repayment is given.

This note is secured by a Deed of Trust of even date herewith.



Greg R. Eckert
LE



Terri Linn Eckert

EXHIBIT 3

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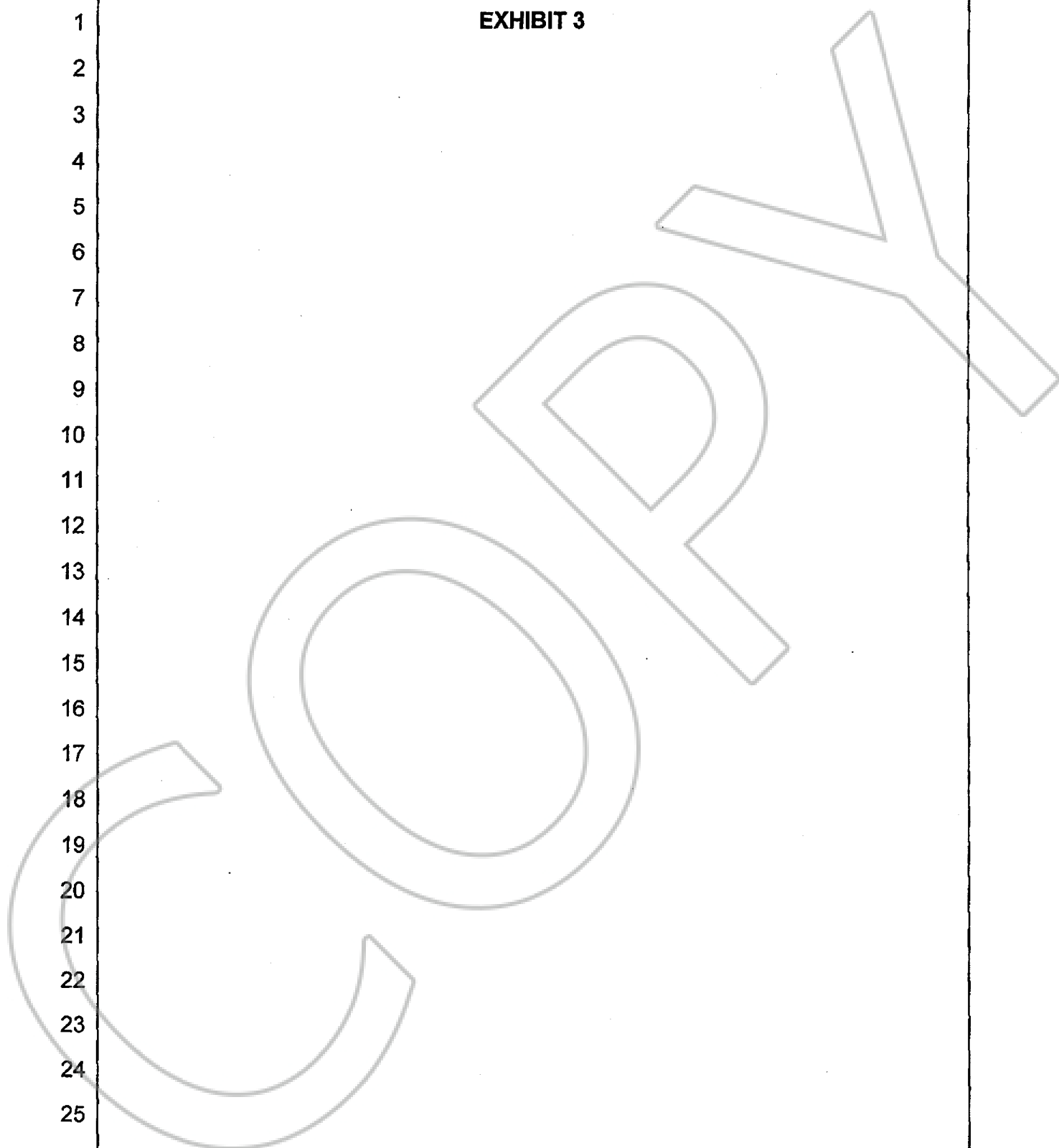


EXHIBIT 3

A. P. No. 1022-29-702-006
Escrow No. N1500193-RLT

When recorded mail to:
Weaver Brothers, LTD
1980 Boeing Way
Carson City, NV 89706

DOUGLAS COUNTY, NV
Rec:\$18.00
\$18.00 Pgs=5
TICOR TITLE - GARDNERVILLE
KAREN ELLISON, RECORDER

2015-872880
11/17/2015 02:05 PM

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made November 13, 2015, between GREG ~~E~~^R.
ECKERT and TERRI LINN ECKERT, husband and wife as joint tenants, herein called
"Trustor", whose address is: PO BOX 55, Mammoth Lakes, CA 93546, TICOR TITLE
OF NEVADA, INC., a Nevada Corporation, herein called "Trustee", and WEAVER
BROTHERS, LTD, a Nevada corporation, whose address is: 1980 Boeing Way, Carson
City, NV 89706, herein called "Beneficiary",

WITNESSETH:

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

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

Parcel 1:

Parcel 2, as set forth on that certain Moore/Hurder Parcel Map No. 2 being a
portion of the NW 1/4 of the SE 1/4 of Section 29, Township 10 North, Range 22
East, M.D.B. &M., Douglas County, Nevada, filed for record in the office of the
County Recorder of Douglas County, Nevada on December 5 1979, in Book
1279, Page 194 as Document No. 39322 and amended by Certificate recorded
January 2, 1980, in Book 180, Page 73, Document No. 40268 and further

amended by Certificate recorded October 12, 1981, in Book 1081, Page 1648.
Document No 61137

Parcel 2:

An easement and right to use that portion of Parcel 4 of Parcel Map for Angus W. McLeod, recorded in Book 1081 at Page 1120 as File No. 61372, adjacent to and fronting upon the body of water known as Topaz Lake, as granted in Deed recorded August 6, 1970, in Book 78 at Page 249, as File No. 48992, Official Records

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 \$414,000.00, 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 covenants, promises and agrees, that during the existence of this Deed of Trust, Trustor shall not cause any construction, nor construct, erect or place any storage, outbuildings, residential and commercial buildings, or any other structures, improvements, roadways, infrastructure or fixtures of any type or kind on the property. Notwithstanding the foregoing, Trustor shall be permitted to erect and maintain fencing on the property, in conformance with all applicable state and local laws, ordinances, rules and regulations, and shall at all times keep any such fencing in good repair and condition. Any such fencing shall be deemed to be affixed to and a part of the property. Further, Trustor shall not park, store or maintain any personal property, including but not limited to, equipment, vehicles, trailers, mobile homes and tools on the property; Trustor shall not commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

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

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total 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. To pay: at least ten 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 his reasonable fees.

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

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

7. 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.

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

9. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the 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.

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

11. 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.

12. The following covenants Nos. 1, 2, 3 (interest 4.00%), 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.

13. 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.

14. 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.

15. 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.

16. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

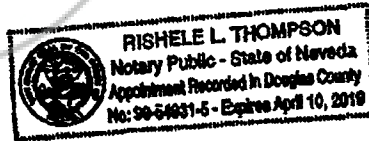

GREG ECKERT


TERRI LINN ECKERT

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 11/13, 2015,
by GREG E. ECKERT and TERRI LINN ECKERT.


Notary Public



CERTIFICATE OF MAILING

Pursuant to NRCF 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 6 day of February, 2020, I deposited for mailing, postage paid, at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

G. Barton Mowry, Esq.
Enrique R. Schaerer, Esq.
4785 Caughlin Parkway
Reno, NV 89519

Jennifer M. Mahe, Esq.
707 N. Minnesota Street, Suite D
Carson City, NV 89703

William F. Heckman, Esq.
212 East Washington Street
Carson City, NV 89701

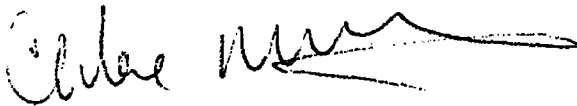
Peter Durney, Esq.
6900 S. McCarran Blvd., St 2060
Reno, NV 89509

Joe Weaver
5500 Goni Road
Carson City, NV 89706

Kevin Benson, Esq.
123 W. Nye Lane, Suite #487
Carson City, NV 89706

Elizabeth M. Bittner, Esq.
1225 Westfield Ave., Suite #7
Reno, NV 89509

Joel W. Locke, Esq.
Post Office Box 646
Carson City, NV 89702


Chloe McClintick, Esq.
Law Clerk, Dept. 1

**In The First Judicial District Court of the State of Nevada
In and for Carson City**

IN THE MATTER OF THE ESTATE OF
YVONNE WEAVER, also known as,
YVETTE WEAVER,

DECEASED

I, AUBREY ROWLATT, Carson City Clerk and ex-officio Clerk of the First Judicial District Court of the State of Nevada, in and for Carson City, do hereby certify that I have compared the foregoing with the original(s) thereof, and that I am the keeper of all said original(s), keeping same on file in my office as the legal custodian, and keeper of the same under the laws of the State of Nevada, and I further certify that the foregoing copy, attached hereto is a full, true and correct copy of the Order Regarding 3535 Topaz Park Road, Douglas County, Nevada 89410 (APN: 1022-29-702-006) in the action entitled and number 17 PBT 00117 1B and now on file and of record in my office.

I do further certify that the same has not been altered, amended or set aside, but is still of full force and effect.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the Seal of said Court this
24 day of February, 2020

Aubrey Rowlatt
CARSON CITY CLERK

I, JAMES T. RUSSELL, the Presiding Judge of the First Judicial District of the State of Nevada, in and for Carson City, do hereby certify that said court is a Court of Record, having a Clerk and a Seal; that AUBREY ROWLATT, who has signed the annexed attestation, is the duly elected and qualified Carson City Clerk of Carson City and was at the time of signing of said attestation, ex-officio Clerk of said Court.

That said signature is his genuine handwriting and that all of his official acts such as Clerk are entitled to full faith and credit. And I further certify that said attestation is in due form of law.

WITNESS my hand this 24 day of February, 2020.

James T. Russell
The Presiding Judge of the First Judicial District Court
of the State of Nevada, in and for Carson City

STATE OF NEVADA)
 : ss.
CARSON CITY)

I, AUBREY ROWLATT, Carson City Clerk and ex-officio Clerk of the First Judicial District Court of the State of Nevada, in and for Carson City, do hereby certify that the Honorable JAMES T. RUSSELL, whose name is subscribed to the preceding Certificate, is the Presiding Judge of said Court, duly elected qualified, and that the signature of said Judge to said Certificate is genuine.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the Seal of said Court this
24 day of February, 2020

Aubrey Rowlatt
Carson City Clerk and ex-officio Clerk of the First
Judicial District Court of the State of Nevada, in and
for Carson City.