

DOUGLAS COUNTY, NV **2020-957815**
Rec:\$40.00
\$40.00 Pgs=6 12/08/2020 01:22 PM
SIGNATURE TITLE - ZEPHYR COVE
KAREN ELLISON, RECORDER

A. P. No. 1418-22-502-001
Escrow No. 11001226-110-JML

When recorded mail to:

Western Highland Fund II, LLC
3170 US Highway 50, Suite 10
South Lake Tahoe, CA 96150

DEED OF TRUST

THIS DEED OF TRUST, made December 3, 2020, between FAMILY FOREST, LLC, a Wyoming Limited Liability Company, herein called "Trustor", whose address is: PO Box 15068, Phoenix, AZ 85060, SIGNATURE TITLE, herein called "Trustee", and WESTERN HIGHLAND FUND II, LLC, a Nevada limited liability company, whose address is: 3170 US Highway 50, Suite 10, South Lake Tahoe, CA 96150, 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, 9.6 Acres on Marken Road, Glenbrook, NV 89413 more particularly described as follows:

See exhibit "A" for legal description attached hereto and made a part hereof

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 \$625,000.00, 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; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total 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 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 affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

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, 4 (interest 9.50%), 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

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows

Parcel 1:

A Parcel of land situate wholly in the North ½ of Section 22, Township 14 North, Range 18 East, M.D.B.&M., described as follows.

Commence at the Northeast corner of Section 22, Township 14 North, Range 18 East, M.D.B.&M., thence along the Northerly boundary of said Section 22, North 89°06'44" West 723.00 feet to the point of beginning, thence South 10°36'07" West 583.63 to a point on the Northerly boundary of Logan Creek Estates Subdivision, thence continuing along said Northerly boundary South 81°35'48" West 659.45 feet to a point on the Easterly right-of-way line of U.S. Highway 50, thence continuing along the said Easterly right-of-way line a curve to the left whose radius is 740.00 feet, central angle of 6°45'17", arc length of 87.24 feet, and whose long chord bears North 10°33'22" East 87.20 feet, thence North 1°45'29" East 200.00 feet (this course not tangent to the above described curve) North 0°59'49" East 168.59 feet (this course not tangent to the following described curve) to the beginning of a curve to the right whose radius is 710.00 feet, central angle of 15°06'00", arc length of 187.12 feet, and whose long chord bears North 12°52'44" East 186.58 feet; thence North 69°34'16" West 15.00 feet; North 24°45'14" East 39.34 feet; North 24°51'45" East 4.07 feet to a point on the Northerly boundary of said Section 22; thence along said Northerly boundary South 89°06'44" East 689.08 feet to the point of beginning.

EXCEPTING THEREFROM a portion of the East one-half of the Northeast quarter of Section 22, Township 14 North, Range 18 East, M.D.B.&M., described as follows:

Beginning at the most northerly corner of Lot 2, Block E, as shown on the official Map of Logan Creek Estates, filed in the office of the Douglas County Recorder on March 8, 1960, thence along the north line of said Lot 2, South 81°35'48" West 106.00 feet to the Northwest corner of said Lot 2, thence continuing South 81°35'48" West along the northerly line of Lot 1, Block E, aforesaid Map, a distance of 25.00 feet, thence leaving the northerly line of said Lot 1, North 2°09'15" East 25.00 feet, thence North 81°35'48" East a distance of 134.82 feet to a point on the west line of Lot 14, as shown on the Amended Final Map of Logan Creek Estates, Unit No. 2, thence along the said line of Lot 14, South 10°27'37" West, 25.97 feet to the point of beginning.

PURSUANT TO NRS SECTION 111.312, THE ABOVE LEGAL DESCRIPTION IS THE SAME PROPERTY CONVEYED IN DEED RECORDED MARCH 6, 1991 AS INSTRUMENT NO. 246044.

APN: 1418-22-502-001