

DOUGLAS COUNTY, NV

2021-960660

Rec:\$40.00

\$40.00 Pgs=11

01/26/2021 12:36 PM

SIGNATURE TITLE - ZEPHYR COVE

KAREN ELLISON, RECORDER

APN: 1419-03-002-101

Recording Requested By
Anchor Nationwide Loans, LLC
One Baxter Way, Suite 220
Thousand Oaks, CA 91362

When Recorded Mail To
Anchor Nationwide Loans, LLC
One Baxter Way, Suite 220
Thousand Oaks, CA 91362

Escrow No: 1100127-JM

Title Order No. 11001237

Space above this line for recorder's use

CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 880558

This Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), is made this 12th day of January, 2021, by and among the trustor, DANIEL FRAIMAN CONSTRUCTION, a California Corporation, who acquired title as Daniel Fraiman Construction, Inc, (herein "Borrower"), Trustee (herein "Trustee"), and ANCHOR NATIONWIDE LOANS, LLC, a California Limited Liability Company, as to an undivided 100.000% interest equal to \$1,875,000.00, as beneficiary (herein "Lender").

GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Doulgas, State of California: PARCEL 1

LOT 330 OF CLEAR CREEK TAHOE-UNIT 2, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 18, 2016, AS FILE NO. 2017-904626, OFFICIAL RECORDS.

PARCEL 2

EASEMENTS GRANTED IN THAT CERTAIN MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CLEAR CREEK TAHOE, RECORDED SEPTEMBER 27, 2016 AS DOCUMENT NO. 2016-888265, OFFICIAL RECORDS. AND AMENDMENTS THERETO RECORDED AS DOCUMENT NUMBERS 890755, 902099 AND 916465., (the "Real Property") which has the address of 272 Mill Race Loop, Carson City, NV 89705, APN: 1419-03-002-101, (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, architectural and grading plans, specifications, engineering, approvals, permits, construction contractors, vendor agreements and all fixtures now or hereafter attached to the property machinery, equipment, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or refrigeration or for ventilating or sanitary purposes or for the exclusion of vermin or insects or for the removal of dust, refuse, or garbage; all wall safes, built-in furniture, and installations, shelving, lockers, partitions, doorstops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, draperies, drapery rods and brackets, screens, linoleum, carpets, furniture, furnishings, fixtures, plumbing, laundry tubs and trays, iceboxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and installations for which any Building is specially designed (the "Fixtures"), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the

INIT [Signature]
(880558/Mill Race)

property covered by this Deed of Trust; all contract rights pursuant to any purchase and sale agreements or any other agreement, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Real Property or to any business now or later to be conducted on it, or to the Real Property generally; together with and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower further grants to Lender a security interest in all of Borrower's right, title, and interest now owned or later acquired to the following property (collectively, "Collateral") now or later affixed to or located on the Property, or used in connection with the operation of the Property or the Improvements and all the proceeds of that property; the Personalty; the Fixtures; all machinery, equipment, engines, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, or garbage; all wallbeds, wall safes, built-in furniture and installations, shelving, lockers, partitions, doorstops, vaults, motors, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, draperies, drapery rods and brackets, mirrors, mantles, screens, linoleum, carpets and carpeting, plumbing, bathtubs, sinks, basins, pipes, faucets, water closets, laundry equipment, washers, dryers, iceboxes, refrigerators, heating units, stoves, ovens, ranges, dishwashers, disposals, water heaters, incinerators, furniture, fixtures, and furnishings; all communication systems; all specifically designed installations and furnishings; all building materials, supplies, and equipment now or later delivered to the Property; all office equipment, including, without limitation, all computers, computer systems, hardware and software, access codes, access keys, computer programs, file names, typewriters, duplicating machines, word processing equipment, adding machines, calculators, dictating equipment, printing presses, and related equipment; all inventories and supplies, including, without limitation, office supplies, soap, light bulbs, toilet paper, and linens; all clocks, television sets, radios, and other electronic or audio/video equipment; all podiums, microphones, movie and slide projectors and screens, and other property relating to conference and convention facilities; all security and cleaning deposits collected from any tenants or lessees of any part of the Property, all deposits collected from purchasers pursuant to contracts for sale of the Property or any portion of the Property; and, subject to the other provisions of this Deed of Trust, all proceeds of any fire and builders risk insurance policy, or of any policy insuring the Property (and the contents of the Improvements) against any other perils, all awards made in eminent domain proceedings, or purchased in lieu of that, made with respect to the Property, and any compensation, award, payment, or relief given by any governmental agency or other source because of damage to the Property resulting from earthquake, flood, windstorm, or any emergency or any other event or circumstance. The specific enumerations in this Deed of Trust do not exclude the general.

The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Borrower in construction contracts, bonds, agreements for purchase and sale of the Property, all policies of insurance arising out of the improvement or ownership of the Property, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Property. The security interest also includes all rights now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights, chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Property; all proceeds of any of the Collateral; and, to the extent not otherwise included, all payments under insurance (whether Lender is the loss payee), or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral. The security interest also includes any and all Assignments of Agreements arising out of, or in connection with the operation or development of the Property as further described in paragraph 22 of this Deed of Trust. The security interest further includes all other tangible and intangible real and personal property. Any listing of specific rights or property herein shall not be interpreted as a limitation on any general term.

INIT 
(880558/Mill Race)

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **January 12, 2021**, in the principal sum of U.S. **\$1,875,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender when evidenced by promissory notes stating that said notes are secured hereby (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein, the Construction Loan Agreement, or in any document evidencing or securing the loan (each and all, a "Loan Document") unless otherwise excepted herein) in that certain Construction Holdback Agreement dated as of January 12, 2021 and between Borrower and Lender (the "Construction Holdback Agreement") and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions (including but not limited to renewal fees added to the original principal amount secured hereby for each extension granted), modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained. This Deed of Trust shall not secure any obligations arising under any guaranty or environmental indemnity executed concurrently with the Note or relating to this Deed of Trust.

Borrower covenants that (1) Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; (2) that the Property is unencumbered except for encumbrances of record; (3) Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record; (4) the Property is not used principally or primarily for agricultural or grazing purposes; (5) Borrower is engaged in the development, construction, and operation of all Buildings, improvements, and appurtenances on the Land, and all improvements, additions, and replacements of those improvements and other buildings and improvements, at any time later constructed or placed on the Land (the "Improvements" or "Project"); and (6) the principal purpose of the Loan is the construction of the Improvements.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require or Lender may, in its sole discretion, and Borrower hereby authorizes Lender to draw from the Construction LOC (as defined in the Construction Loan Agreement) for the purpose of paying taxes, assessments, insurance premiums and ground rents as they fall due. Any amounts drawn from the Construction LOC pursuant to this paragraph shall reduce the available funds on the Credit Line and be subject to all provisions governing the Construction LOC in the Construction Agreement, Note and other Loan Documents.


INIT
[880558/Mill Race]

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 24 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances. However, if the Note is determined to be in default pursuant to the terms thereof, Lender shall have sole discretion applying any payments tendered.

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Insurance. Borrower, at its sole cost and expense, will (a) keep the Property insured for the mutual benefit of Borrower and Lender against loss or damage by fire, and against loss or damage by other risks embraced by coverage of the type now known as the broad form of extended coverage, including, but not limited to, riot and civil commotion, vandalism, malicious mischief, burglary, theft, and mysterious disappearance, and against any other risks or hazards that Lender may from time to time reasonably designate, in an amount not less than the lesser of (1) one hundred percent (100%) of the then full replacement cost of the Improvements or (2) the total sum owed under the Note, without deduction for physical depreciation. The policies of insurance carried in accordance with this Section will contain the "Replacement Cost Endorsement;" (b) maintain during the term of this Deed of Trust other insurance, and in any amounts, as may from time to time be reasonably required by Lender against other insurable risks; and (c) obtain and maintain public liability insurance covering the Property and the ownership, use, occupancy, and maintenance of the Property. All policies of insurance required pursuant to this Deed of Trust will be satisfactory in form and substance to Lender and will be approved by Lender as to amounts, form, risk coverage, deductibles, insurer, loss payable, and cancellation provisions. Effective on the occurrence of any Event of Default, all of Borrower's right, title, and interest in all policies of property insurance and any unearned premiums paid are assigned to Lender, who may assign them to any purchaser of the Property at any foreclosure sale.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower will construct and/or maintain the Improvements now or later existing in good and tenantable repair, and will not deviate from any Lender approved Plans and Specifications or structurally alter them, nor will Borrower suffer any waste of the Property or make any change in the use of the Property that will in any way increase any ordinary fire or other hazard insurance premiums or permit anything that may in any way impair the security of this Deed of Trust, without the prior written consent of the Lender. During the Work, Borrower will use due care in protecting all Improvements from the weather, elements, and other hazards. Borrower will not abandon the Property or leave the Property unprotected, vacant, or deserted. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Replacement of Fixtures. Borrower will not permit any of the Fixtures or Borrower's interest in all accounts, contract rights, and general intangibles (specifically including any insurance proceeds and condemnation awards) arising out of the ownership, development, or operation of the Property, and all furniture, furnishings, equipment, machinery, construction materials and supplies, leasehold interests in personal property, and all other personal property (other than Fixtures) now or later on the Property, together with all present and future attachments, accessions, replacements, substitutions, and additions, and the cash and noncash proceeds (the "Personalty") to be removed at any time from the Property without the prior written consent of Lender unless actually replaced by articles of equal suitability and value owned by Borrower free and clear of any lien or security interest except as may be approved in writing by Lender.

INIT
(880558/Mill Race)

8. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder. The provisions of this paragraph 8 will survive the termination of this Deed of Trust and the repayment of the Indebtedness.

9. Right of Entry and Inspection. Lender and its agents shall have at all times the right of entry and free access to the Property and the right to inspect all work done, labor performed, and materials furnished with respect to the Project. Lender shall have unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower relating in any way to the Project.

10. Right to Complete Construction. If Lender takes possession of the Property, it may take any and all actions necessary in its judgment to complete construction of the Improvements, including but not limited to making changes in the Plans and Specifications, work, or materials and entering into, modifying or terminating any contractual arrangements, subject to Lender's right at any time to discontinue any work without liability. If Lender elects to complete the Improvements, it will not assume any liability to Borrower or to any other person for completing the Improvements or for the manner or quality of construction of the Improvements, and Borrower expressly waives any such liability. Borrower irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to complete the improvements, at Lender's option, either in Borrower's name or in its own name. In any event, all sums expended by Lender in completing the construction of the Improvements will be considered to have been disbursed to Borrower and will be secured by the collateral for the Loan. Any such sums that cause the principal amount of the Loan to exceed the face amount of the Note will be considered to be an additional Loan to Borrower, bearing interest at the Note rate and being secured by the collateral. For these purposes, Borrower assigns to Lender all of its right, title and interest in and to the Project Documents; however Lender will not have any obligation under the Project Documents unless Lender expressly hereafter agrees to assume such obligations in writing. Lender will have the right to exercise any rights of Borrower under the Project Documents upon the occurrence of an Event of Default. All rights, powers, and remedies of Lender under this Agreement are cumulative and alternative, and are in addition to all rights which Lender may have under applicable law.

11. Right to Stop Work. If Lender in good faith determines that any work or materials do not conform to the approved Plans and Specifications or sound building practices, or otherwise depart from any of the requirements of this Agreement, Lender may require the work to be stopped and withhold disbursements until the matter is corrected. In such event, Borrower will promptly correct the work to Lender's satisfaction. No such action by Lender will affect Borrower's obligation to complete the Improvements on or before the Completion Date. Lender is under no duty to supervise or inspect the construction or examine any books and records. Any inspection or examination by Lender is for the sole purpose of protecting Lender's security and preserving Lender's rights under this Agreement. No default of Borrower will be waived by any inspection by Lender. In no event will any inspection by Lender be a representation that there has been or will be compliance with the Plans and Specifications or that the construction is free from defective materials or workmanship.

12. Damage or Destruction. If any of the Property or Improvements is damaged or destroyed by casualty or condemnation of any nature, within sixty (60) days thereafter Borrower shall restore the Property and Improvements to the condition in which they were before such damage or destruction with funds other than those in the Loan Fund. Lender shall not be obligated to make disbursements under this Agreement until such restoration has been accomplished.

13. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

14. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

INIT [880558/Milt Race]

15. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

16. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 20 hereof. All covenants and agreements of Borrower shall be joint and several.

18. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender at Lender's address set forth on the first page of this Deed of Trust or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

19. Governing Law. This Deed of Trust shall be governed by the Laws of the State in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

20. Lender's Right to Require the Loan to be Paid off Immediately. If without Lender's prior written consent the Property encumbered by this Deed of Trust or any portion thereof or any interest therein is sold, conveyed, mortgaged, transferred, encumbered (including, but not limited to, a PACE/HERO loan, any "clean energy" lien or loan designated to assist with "clean energy" upgrades, renovations, or products, any loan where payments are collected through property tax assessments, any super-voluntary lien which is deemed to have priority over the lien of this Security Instrument, land sale leaseback, installment sale contract, lease-option leaseback, contract for deed or conditional sales contract financing), hypothecated, assigned, leased in its entirety for a term of greater than two (2) years or transferred, if the borrower shall be voluntarily or involuntarily divested of title to the Property, or any portion thereof or any interest therein, in any manner, or if more than twenty-five percent 25% (directly or indirectly) of the stock, limited partnership interests, managing or non-managing membership interests or any other direct or indirect legal or beneficial ownership interests (as the case may be) of Borrower or any partner, member, shareholder or any other direct or indirect legal or beneficial owner of Borrower shall be sold, conveyed, mortgaged, transferred, hypothecated, assigned or encumbered (each of such foregoing events shall be referred to herein as a "Transfer"), the whole sum of outstanding principal and all accrued and unpaid interest under the Note secured hereby shall, at the option of Lender and without notice, become immediately due and payable. Lender's option hereunder may be exercised at any time after any such Transfer event, and the acceptance by Lender of one or more installments of principal or interest under the Note from any person thereafter shall not constitute a waiver of Lender's option. Consent to one such Transfer shall not be deemed to be waiver of the right to require such consent to future successive Transfers. Notwithstanding the foregoing, if this Deed of Trust is a lien on residential property containing one to four units, then, the term "Transfer" shall not include a further encumbrance of the Property by a lien that is junior to this Deed of Trust upon the death of a joint tenant.

21. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to all Fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures, as provided under Uniform Commercial Code sections 9334 and 9502.

22. Assignment of Agreements. As partial security for the Loan, Borrower sells, assigns, transfers, sets over, and delivers to Lender all of Borrower's right, title, and interest in all agreements, permits, and contracts pertaining to the use or operation of the Property, including, but not limited to, environmental impact reports; negative declarations; map approvals; grading and construction permits; conditional use permits; applications for all permits; management agreements; all development rights in the Property that Borrower may now or later acquire (including, without limitation, development rights arising in connection with any action by a governmental entity, including, by way of illustration, but not of limitation, inducement resolutions of county, municipal, or other governmental entities); agreements with contractors, suppliers, and construction managers; and agreements pertaining to the transfer of development rights or permitted floor area under applicable laws or ordinances (collectively, "Agreements"), as they may be amended or otherwise modified from time to time, including, without limitation, the right of Borrower to terminate any of the Agreements, to perform under them, and to compel performance and otherwise exercise all remedies under them, together with the immediate and continuing right to collect and receive all sums that may become due to Borrower, or to which Borrower may now or later become entitled to demand or claim, arising or issuing out of the Agreements, including, without limitation, claims of Borrower for damages arising out of breach of or default under any of the Agreements and all rights of Borrower to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to any of the Agreements. However, so long as no Event of Default has occurred and is continuing, Borrower will have the right under a license granted to collect and retain all sums that may become payable to Borrower under the Agreements. Borrower covenants and agrees to observe, perform, and discharge punctually the obligations, terms, covenants, conditions, and warranties to be observed, performed, and discharged by it under the Agreements. Lender, upon an Event of Default, at its option and upon written notice to Borrower, will have the right to declare the assignment in

this paragraph 22 to be absolute and, in addition, Lender will have the complete right then or later to exercise and enforce all of the rights and remedies provided by law. The acceptance by Lender of the assignment in this paragraph 22, with all the rights, powers, privileges, and authority granted will not, prior to the exercise of Lender's right to declare the assignment in this paragraph 22 to be absolute, obligate Lender to assume any obligations under the Agreements or to take any action under them or to expend any money or incur any expense or perform or discharge any obligation, duty, or liability under the Agreements or to assume any obligation or responsibility for the nonperformance of the provisions by Borrower.

23. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 24 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 24 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

As further additional security hereunder, in the event that any portion of the subject property is leased to any party, Borrower shall provide lender with fully a executed Tenant Estoppel Letter and copy of fully executed valid and current Lease for each tenant in possession of any leased portion of the subject property, a full Rent Roll evidencing the nature of any lease of any portion of the subject property, including but not limited to an identification of the portion of the subject property so leased, the name of the Tenant, the term of the tenancy, and the amount of periodic rent and other funds to the Borrower under the terms of the Lease.

24. Default; Acceleration; Additional Remedies. Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Deed of Trust, the Construction Funds Holdback Agreement, the Construction Loan Agreement, any other Loan Document (excepting any guaranty or any hazardous materials indemnity executed concurrently with the Note or Deed of Trust), or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Lender or serviced, arranged or made by Anchor Natiowide Loans, LLC or its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate; or (d) the borrower occupies the property for more than 14 days (as outlined under 12, C.F.R. § 226.3) subsequent to the Interest Start Date of the Note (Borrower warrants that the intent of the Note is to purchase real property for "non-occupancy" investment/business purposes only).

As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any default under this Deed of Trust, Lender may, at its option, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed of Trust, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Borrower, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Borrower to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Borrower, Trustee, or Lender, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

INIT 
{880558Mill Race}

25. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: Five (5) years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for five (5) years following issuance of a full reconveyance.

26. Substitution of Trustee. Lender, at Lender's 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, power and duties conferred upon the Trustee herein and by applicable law.

27. Reserved.

28. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by applicable law.

MISCELLANEOUS PROVISIONS

29. General Provisions. Borrower acknowledges and agrees that time is of the essence with respect to the obligations under this Deed of Trust and the Note secured by this Deed of Trust. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Deed of Trust may not be amended except in a writing specifically intended for such purpose and executed by Borrower and Lender. Captions and headings in this Deed of Trust are for convenience only and shall be disregarded for any other purpose. The words "include" and "including" shall be interpreted as if followed by the words "without limitation." This Deed of Trust, and its validity, enforcement and interpretation, shall be governed by the laws of the state in which the Property is located (without regard to any conflict of laws principles) and applicable United States federal law.

30. Final Expression/No Oral Agreements. READ THIS DOCUMENT CAREFULLY. THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

31. Environmental Provisions.

(a) Borrower hereby represents and warrants to Lender that (i) the Property is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of oil or other petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, or any other "hazardous substance" as defined under the laws of the state in which the Property is located (collectively, "Hazardous Materials"); and (ii) no Hazardous Materials Claims (defined below) relating to the Property are pending or threatened. Borrower agrees at all times to comply with, and cause the Property to comply with, all federal, state and local laws, ordinances and regulations and all judgments, consent decrees, settlements or compromises relating to Hazardous Materials (collectively, "Hazardous Materials Laws"). Borrower shall immediately notify Lender in writing of any claims or actions pending or threatened against Borrower or the Property by any governmental entity or agency or any other person or entity relating to Hazardous Materials ("Hazardous Materials Claims").

(b) Borrower agrees to indemnify, defend, and hold harmless Lender and its officers, shareholders, directors, partners, employees, agents, successors and assigns from and against any costs, expenses, losses, debts or liabilities directly or indirectly arising from or in connection with any of the following: (i) any Hazardous Materials Claims relating to the Property; (ii) any failure by Borrower to perform any covenants or agreements contained in this Paragraph; or (iii) any breach or inaccuracy of any representations or warranties of Borrower contained in this Paragraph.

(c) In the event that any portion of the Property is determined to be "environmentally impaired" (as "environmentally impaired" is defined in the laws of the state in which the Property is located or to be an "affected parcel" (as "affected parcel" is defined in the laws of the state in which the Property is located), then, without otherwise limiting or in any way affecting Lender's or Trustee's rights and remedies under this Deed of Trust, Lender may elect to exercise its right under the laws of the state in which the Property is located to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining Lender's right to proceed as an unsecured creditor under the laws of the state in which the Property is located, Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of the laws of the state in which the Property is located, if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant or user which caused or contributed to the release or threatened release. All costs and expenses, including, but not limited to, attorneys' fees, incurred by Lender in connection with any action commenced under this Paragraph, including any action required by the laws of the state in which the Property is located to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to Lender upon its demand made at any time following the conclusion of such action.

INIT
[880558/Mill Race]

(d) Borrower and Lender agree that the foregoing provisions of this Paragraph constitutes (i) Lender's written request for information concerning the environmental condition of the Property (and Borrower's response) for purposes of the laws of the state in which the Property is located; and (ii) an "environmental provision" for purposes of the laws of the state in which the Property is located.

32. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

33. Counterparts. This Agreement and the signature pages hereto may be executed in one or more counterparts, each of which shall be binding on the parties and all of which shall constitute a single agreement.

34. Security Interest in Plans and Specifications. Borrower has given Lender a copy of the plans, specifications, drawings, permits, licenses, and other approvals related to the contemplated improvement of the Property covered by this Deed of Trust, and all supplements and modifications thereto (collectively, the "Plans"). As additional security for the Note, Borrower hereby grants to Lender a security interest in the Plans, and in the event of any defaults under the Note, this Deed of Trust or any other loan documents, Lender shall have all rights and remedies of a secured party under the Uniform Commercial Code in effect in the state where the Property is located, as amended, with respect to enforcing such security interest. Borrower hereby gives Lender and its agents a license and consent to use the Plans and any amendments or supplements to them in any manner Borrower could have used them, which license shall not be exercised unless and until Borrower defaults hereunder. Borrower hereby irrevocably instructs all creators and owners of the Plans to give Lender and its agents unrestricted access to and right to copy, order modifications of, submit or otherwise use the Plans to the same extent Borrower could do so in connection with any improvement of the Property.

35. Future Advances. This Deed of Trust is governed by NRS §§106.300 to 106.400 and secures future advances as provided in such Sections. The maximum amount of principal (as defined in NRS §106.345) secured hereby shall not exceed **\$1,875,000.00**.

36. Incorporation of Certain Covenants. Covenants Nos. 1, 2 (full replacement value), 3, 4 (at the Default Rate), 5, 6, 7 (reasonable), and 8 of NRS §107.030, where not in conflict with the provisions of the Loan Documents, are hereby adopted and made a part of this Deed of Trust.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at its address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

INIT 
[880558/Mill Race]

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

DANIEL FRAIMAN CONSTRUCTION, a California Corporation

Borrower DF By: Daniel Fraiman, President Date 1/14/2021

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 Nevada

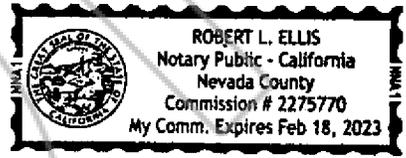
On JANUARY 14, 2021 before me, Robert L. Ellis, notary public, personally appeared Daniel Fraiman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert L. Ellis

(Seal)



INIT DF
[880558/MII Race]

EXHIBIT A
Legal Description

Parcel 1

Lot 330 of CLEAR CREEK TAHOE-UNIT 2, according to the map thereof, filed in the office of the County Recorder of Douglas County, state of Nevada, on November 18, 2016, as File No. 2017-904626, Official Records.

Parcel 2

Easements granted in that certain Master Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Clear Creek Tahoe, recorded September 27, 2016 as Document No. 2016-888265, Official Records. And Amendments thereto recorded as document numbers 890755, 902099 and 916465.

APN: **1419-03-002-101**