

DOUGLAS COUNTY, NV

2021-962339

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KAREN ELLISON, RECORDER

APN: 1022-13-001-026

**RECORDING REQUESTED BY**

**WHEN RECORDED, MAIL TO**

Evergreen Note Servicing  
6121 Lakeside Dr. Ste. 150  
Reno, NV 89502

Escrow No. 124516-WLD

THIS SPACE FOR RECORDER'S USE ONLY

**LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, dated February 16, 2021, between Golden Sierra, LLC, a Wyoming limited liability company, herein called TRUSTOR, whose address is P.O. Box 1357, Zephyr Cove, NV 89448, Western Title Company, herein called TRUSTEE, and Jess C. Merrithew, a married man as his sole and separate property and James C. Merrithew, a widower as joint tenants with right of survivorship, whose address is 2572 Mt. Siegel Lane, Gardnerville, NV 89410, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Douglas, State of Nevada, described as:

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Borrower shall not build or grow anything on subject property and shall not make improvements of any kind to subject property until this note is paid in full. Subject property is to remain in current "AS-IS" condition until this note is paid in full.

"DUE ON SALE" If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title of any interest therein in any manner of way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of (\$80,000.00), executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building 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 law.
2. The Trustor agrees to pay and discharge all costs, fees, and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
4. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
5. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
6. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
7. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
8. 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 said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Seven years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

16. Where not inconsistent with the above the following covenants, No. 1; 3; 4 (current legal rate of interest); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.


The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

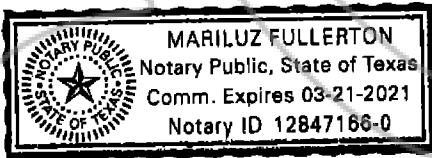
Golden Sierra, LLC, a Wyoming limited liability company

  
By: Mark Johnson, Managing Member

TEXAS  
STATE OF NEVADA )  
DALLAS ) ss.  
COUNTY OF ~~DOUGLAS~~ )

On this 19TH day of FEBRUARY, personally appeared before me a Notary Public in and for DALLAS TEXAS ~~Douglas County, State of Nevada~~, MARK JOHNSON known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
Notary Public



**EXHIBIT "A"**

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

**PARCEL 1:**

**A parcel of land located within a portion of Section 13, Township 10 North, Range 22 East, MDM, Douglas County, Nevada, being more particularly described as follows:**

**Parcel 1 as shown on Parcel Map (LDA 18-0054) for Jess C. Merrithew and James C. Merrithew, filed for record in the office of the Douglas County Recorder, State of Nevada, on December 26, 2018 as Document No. 2018-923943, Official Records.**

**PARCEL 2:**

**All that certain lot, piece or parcel or land situate in the County of Douglas, State of Nevada, being all that portion of Section 13 and the East 1/2 of Section 14, Township 10 North, Range 22 East, M.D.B.& M., described as follows:**

**Non-exclusive easements for roadway and utility purposes and to provide access to State Route No. 3, for the benefit of and appurtenant to the property conveyed hereinabove and shall inure to the benefit of and be used by all persons who may become owners of said land or any parts or portions thereof said easements being 60 feet in width the centerline of which is described as follows:**

**Commencing at North 1/4 corner of said Section 14; thence South 89°51' East along the North line of said Section 14, a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3, the true point of beginning; thence along said line South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 22°30'00" for an arc distance of 196.35 feet; thence South 35°30' East 2287.85 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 29°15' for an arc distance of 255.25 feet; thence South 64°45' East 1559.09 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 49°29'15" for an arc distance of 431.86 feet; thence North 65°45'45" East 1075.22 feet; thence on a curve to the**

left the tangent of which bears the last described course having a radius of 500 feet through a central angle of  $16^{\circ}40'22''$  for an arc distance of 145.50 feet; thence North  $49^{\circ}05'23''$  East a distance of 1161.73 feet to the true point of ending.

**ALSO**

Commencing at North 1/4 corner of said Section 14; thence South  $89^{\circ}51'$  East along the North line of said Section 14 a distance of 792.53 feet to a point; thence South  $13^{\circ}00'$  East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3; thence South  $13^{\circ}00'$  East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of  $07^{\circ}04'13''$  for an arc distance of 61.70 feet to the true point of beginning; thence North  $76^{\circ}34'$  East 1706.97 feet; thence on a curve to the right the tangent of which bears the last described course having a radius of 500 feet through a central angle of  $28^{\circ}59'00''$  for an arc distance of 129.23 feet; thence South  $74^{\circ}27'$  East a distance of 3465.80 feet to the true point of ending.

Reference is made to Record of Survey filed in the office of the County Recorder of Douglas County, Nevada on October 10, 1969 under File No. 45991 and the above described easements shown as Bosler Way and Kyle Drive.

Assessor's Parcel Number(s):  
1022-13-001-026