

A. P. No. 1121-07-000-035 & -043  
Escrow No. 02102066-RLT

When recorded mail to:

*The Ferranto Family Trust  
2096 Strang Ave  
San Leandro, Ca. 94578*

DEED OF TRUST  
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made April 30, 2021, between DAVE M. UNG and CAROLINE T. UNG, husband and wife as joint tenants with right of survivorship, herein called "Trustor", whose address is: 2096 Strang Avenue, San Leandro, CA 94578, TICOR TITLE COMPANY, a Nevada Corporation, herein called "Trustee", and EDWARD FERRANTO and GILLIAN FERRANTO, Trustees of the FERRANTO FAMILY TRUST, dated December 24, 2002, whose address is:

1263 Mary Lane, Gardnerville, NV, herein called "Beneficiary",  
89410

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:

SEE EXHIBIT "A" 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 \$300,000.00, 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 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.



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:

*Dave M. Ung*  
DAVE M. UNG

*Caroline T. Ung*  
CAROLINE T. UNG

STATE OF NEVADA        )  
  ) ss:  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2021,  
by DAVE M. UNG and CAROLINE T. UNG.

*See CA attachment*  
Notary Public

# CALIFORNIA NOTARY ACKNOWLEDGEMENT

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 Alameda

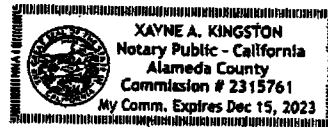
On 4-30-2021 before me, Xayne A. Kingston, Notary Public  
(Insert the name and title of the officer)

personally appeared Dave M. Ung AND Caroline T. Ung

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Xayne A. Kingston (SEAL)

**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 7, Township 11 North, Range 21 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Commencing at the northwest corner of said Section 7 as shown on the Map of Division into Large Parcel for Christopher B. Haines and Mary T. Names filed for record April 20, 2005 in the office of Recorders, Douglas County, Nevada as Document No. 642264, the POINT OF BEGINNING;

thence along the north boundary of Parcel 1 as shown on said Map of Division into Large Parcels, South 89°55'05" East, 1144.50 feet;

thence along a portion of the east boundary of said Parcel 1, South 00°46'53" West, 726.48 feet:  
thence North 89°55'05" West, 1134.17 feet;

thence along a portion of the west boundary of said Parcel 1, North 00°02'00" West, 726.43 feet to the POINT OF BEGINNING.

Reference is further made to Adjusted Parcel 1 on Record of Survey Map recorded in the office of the Douglas County Recorder on January 10, 2006 in Book 106, Page 2718, Document No. 665282, Official Records of Douglas County, State of Nevada.

APN: 1121-07-000-035

Note: Document No. 867638 is provided pursuant to the requirements of Section 6.NRS 111.312.

**PARCEL 2:**

A parcel of land located within the NW 1/4 of Section 7, Township 11 North, Range 21 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Commencing at the northwest corner of said Section 7 as shown on the Map of Division into Large Parcels for Christopher B. Haines and Mary T. Haines filed for record April 20, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 642264, a found 1961 GLO Brass Cap in rock mound;

thence along the westerly line of said Section 7, South 00°02'00" East, 726.43 feet to the southwest corner of Adjusted Parcel 1 as shown on the Record of Survey to Support a Boundary Line Adjustment for Christopher B. Haines and Mary T. Haines filed for record January 10, 2006 in said office of Recorder as Document No. 665282; the POINT OF BEGINNING; thence along the south boundary of said Adjusted Parcel 1, 89°66'05" East, 1134.17 feet to the southeast corner of said Adjusted Parcel 1; said point also being an angle point in the boundary of Adjusted Parcel 2 per said Record of Survey; thence along the boundary of said Adjusted parcel 2, the following three courses: South 00°46'53" West, 582.18 feet; North 89°36'57" East 330.00 feet; North 00°47'00" East, 447.72 feet to the southwest corner of Adjusted Parcel 3 per said Record of Survey; thence along the westerly boundary of said Adjusted Parcel 3, North 00°47'00" East 858.26 feet to the northwest corner of said Adjusted parcel 3; thence along the north line of said Adjusted Parcel 3, South 89°55'05" East 973.18 feet to the north one-quarter (N1/4) of said Section 7, a found 5/8" rebar with aluminum cap, PLS 3209; thence along the east line of said northwest one-quarter (NW 1/4 of Section 7, South 01°57'21" West, 2597.75 feet to the center one-quarter (C1/4) of Section 7, a found 5/8" rebar with aluminum cap, PLS 3209; thence along the south line of said northwest one-quarter (NW1/4) of Section 7, South 89°07'55" West, 1375.18 feet; thence leaving said south line, North 00°46'53" east, 1146.10 feet; thence north 36°53'51" West, 909.71 feet; thence North 89°55'05" West, 453.02 feet to a point on said westerly line of Section 7; thence along said westerly line of Section

7, North 00°02'00" West, 20 feet to the POINT OF BEGINNING.

Reference is further made to adjusted Parcel 3 on Record of Survey recorded April 7, 2016 as Document No. 2016-879074, Official Records of Douglas County, State of Nevada.  
APN: 1121-07-000-043

Note: Document No. 879268 is provided pursuant to the requirement of Section 6 NRS 111.312.

