

DOUGLAS COUNTY, NV

2021-970164

Rec:\$40.00

\$40.00

Pgs=5

06/30/2021 01:53 PM

ETRCO

KAREN ELLISON, RECORDER

APN: 1220-09-302-006

RECORDING REQUESTED BY

WHEN RECORDED, MAIL TO

D. Gerald Bing, Jr., Trustee
P.O. Box 487
Minden, NV 89423

Escrow No. 123228-WLD

THIS SPACE FOR RECORDER'S USE ONLY

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated **June 28, 2021**, between **Santa Ynez Valley Construction Company, a California Corporation**, herein called **TRUSTOR**, whose address is P.O. Box 489, Minden, NV 89423, **Stewart Title Company**, herein called **TRUSTEE**, and **D. Gerald Bing, Jr., Trustee of The D. Gerald Bing, Jr. Trust** dated January 17, 2000, whose address is P.O. Box 487, Minden, NV 89423, 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

"RELEASE PROVISION" Provided Trustor is not in default pursuant to the terms hereof or the terms of the Promissory Note secured hereby, and upon payment of an additional **SEVENTY FIVE THOUSAND and no/100 Dollars (\$75,000.00)** per lot, Beneficiaries agree to release one lot of Trustor's choice and cause to have prepared a Deed of Partial Reconveyance for each said lot. Each sum paid shall be applied to the last amounts of the principal required to be paid according to the terms of the Promissory Note. All costs of reconveying each lot shall be the responsibility of maker.

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 **(\$1,500,000.00)**, 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; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be 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 law; 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. 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. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or 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. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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).
10. Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, directing Trustee to execute a written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby. Trustor agrees that any funds necessary to cure a default as set forth in the notice of default, must be presented to the Trustee in certified funds, or funds acceptable to said Trustee.
11. After such time as required by law shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. The place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
 - (b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at the time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Trustor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.
12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, and all such other sums then secured hereby, with accrued interest thereon at the current rate of interest as set forth in the Note and the remainder, if any, to the person or persons legally entitled thereto.
13. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
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.

15. Trustee accepts these Trusts 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 he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.
16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.
17. 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.

Santa Ynez Valley Construction Company


By Leo A. Hanly, President

STATE OF Nevada)
COUNTY OF Douglas) ss.

On this 30th day of June, personally appeared before me a Notary Public in and for Douglas County, State of Nevada, Leo A. Hanly 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

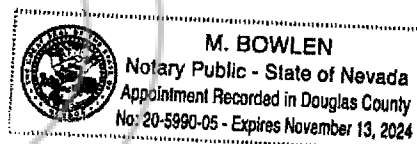


EXHIBIT "A"

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

A parcel of land located within a portion of Section 9, Township 12 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Southwesterly corner of Parcel 2 as shown on the Record of Survey for A. Shawn Estes and Bing Construction of Nevada, Document No. 429582 of the Douglas County Recorder's Office, being a point on the Northerly right of way line of Dresslerville Road, which bears North 82°58'09" East, 292.04 feet from the NDOT centerline monument at Centerville Lane (SR 756) and Dresslerville Road; thence North 00°04'18" East, along the Westerly line of said Parcel 2, 262.07 feet; thence North 89°05'20" West, 249.84 feet to a point on the Easterly right of way line of Centerville Lane; thence North 00°04'34" East, along said Easterly right of way line, 255.97 feet to a 5/8" rebar with cap stamped PLS 3209, being the Northwesterly corner of Parcel 1 as shown on said Record of Survey; thence 88°18'49" East, along the Northerly line of said Parcel 1, 249.91 feet to the Northeasterly corner thereof; thence North 88°15'28" East, along the Northerly line of said Parcel 2, 400.27 feet to a 5/8" rebar with cap stamped PLS 3209; thence South 46°26'32" East, along the Easterly line of said Parcel 2, 486.50 feet to a 1/2" rebar; thence South 31°36'52" West, continuing along said Easterly line, 253.82 feet to a point on the Northerly right of way line of Dresslerville Road being a 5/8" rebar with cap stamped PLS 3209; thence North 89°05'20" West, along said Northerly right of way line, 620.33 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain Grant Deed recorded in the office of the County Recorder of Douglas County, Nevada on March 23, 2001, as Document No. 510914 of Official Records.

Assessor's Parcel Number(s):
1220-09-302-006