

APN# 1220-04-601-007

Recording Requested by:

Name: Canyon Falls Business Center
Address: 1802 North Carson Street
City/State/Zip: Carson City, NV 89701



KAREN ELLISON, RECORDER

When Recorded Mail to:

Name: Canyon Falls Business Center
Address: 1802 North Carson Street
City/State/Zip: Carson City, NV 89701

(for Recorder's use only)

Mail Tax Statement to:

Name: Canyon Falls Business Center
Address: 1802 North Carson Street
City/State/Zip: Carson City, NV 89701

SECOND DEED OF TRUST

(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Signature

Title

Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST ("Deed of Trust") is dated July 20th, 2021, between 1802 NORTH CARSON STREET LLC, a Nevada limited liability company, whose address is 1894 E. Williams Street, Suite 4, PMB 484, Carson City, NV 89706 (referred to below sometimes as "Borrower" and sometimes as "Trustor"); CANYON FALLS BUSINESS CENTER, a Nevada limited liability company (referred to below sometimes as "Lender" and sometimes as "Beneficiary") whose address is 1802 North Carson Street, Carson City, Nevada 89701; and First Centennial Title Company of Nevada (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, and subject to an existing senior encumbrance, Trustor conveys to Trustee in trust, with power of sale, for the benefit of lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; (the "Real Property") located in DOUGLAS County, State of Nevada:

1320 Highway 395 North in Gardnerville, Nevada, more particularly described as:

APN 1220-04-601-007. See **Exhibit A**.

This Deed of Trust is given to secure (a) payment of the indebtedness as evidenced by a PROMISSORY NOTE of even date in the principal amount of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000) ("Note" or "Indebtedness") and (b) performance of any and all obligations under this Deed of Trust. This Deed of Trust is given and accepted on the following terms:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property, and (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust when due, and Borrower and Trustor shall strictly perform all of their respective obligations under the Note, and this Deed of Trust.

JUNIOR ENCUMBRANCE. Lender acknowledges its security interest is junior and subordinate to a an earlier recorded deed of trust (“Senior Loan”).

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise perform all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance without warranty and shall execute and deliver to Trustor suitable statements of termination of any security interest in the Rents. Any reconveyance fee required by law shall be paid by Trustor if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by e-mail, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by the laws of the State of Nevada. This Deed of Trust has been accepted by Lender in the State of Nevada.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nevada.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

1802 NORTH CARSON STREET LLC., a Nevada

limited liability company

By: [Signature]

Name: ROBERT GINDT

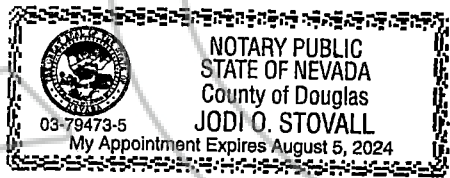
Its: Manager/Member

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On this 20th day of July, 2021, before me, the undersigned Notary Public, personally appeared ROBERT GINDT to me known to be the individual who executed the Deed of Trust, and acknowledged that he signed the Deed of Trust in his capacity as the authorized representative of the Trustor.

Given under my hand and official seal this 20th day of July, 2021.



By: [Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.:

A parcel of land located in the South 1/2 of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Parcel C of Parcel Map 2028 for LAMPE CORNERS, LTD., filed for record in the Office of the Douglas County Recorder on March 27, 1998, in Book 398, Page 6343, Document No. 435999, Official Records.

Assessors Parcel No. 1220-04-601-007

TOGETHER WITH all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property.