

The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

DOUGLAS COUNTY, NV

2021-972185

Rec:\$40.00

\$40.00 Pgs=5

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TICOR TITLE - GARDNERVILLE

KAREN ELLISON, RECORDER

APN: 1022-29-411-041

Loan Amount: \$100,000.00

When recorded mail to:

Kendra Jepsen, Esq.

Simons Hall Johnston PC

6490 S. McCarran Blvd, F-40

Reno, Nevada 89509

02105242RLT

THIS DOCUMENT IS BEING RECORDED
AS AN ACCOMMODATION ONLY. NO
LIABILITY IS ASSUMED HEREBY.

DEED OF TRUST

This Deed of Trust is executed by Dyanna L. Hernandez and Magdaleno A. Hernandez, joint tenants, jointly and severally, (hereinafter "Trustors") and Ticor Title Company (hereinafter "Trustee") for the benefit of KMJepsen, LLC, (hereinafter "Beneficiary").

1. **GRANT.** Trustors, in consideration of the loan represented by the Promissory Note, in the principal amount of One Hundred Thousand Dollars (\$100,000.00) for the purpose of securing the full and timely payment of the Promissory Note and all other obligations identified herein and in said Promissory Note, hereby grant, bargain and sell to Trustee the power of sale of the real property located at 3459 Topaz Lane, Gardnerville, Nevada 89410, more particularly described as follows:

LOT 3, AS SHOWN ON THE AMENDED MAP OF TOPAZ LODGE SUBDIVISION, FIRST AND SECOND SECTIONS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 16, 1958, UNDER FILE NO. 13594

together with any improvements made or erected on the property, all easements, reversions, appurtenances of Trustors' interest in the lease of the property, rents, royalties, minerals, oil and gas rights, and profits, geothermal rights and profits, water, water rights and water stock (collectively the "Real Property").

The Grant is for the purpose of securing to Beneficiary:

ALOUSI D. M. (initials)

(a) The repayment of Trustors' Promissory Note dated July 5, 2021, in the amount of One Hundred Thousand Dollars (\$100,000.00), plus a fee of \$1,000, interest, and all extensions, renewals and modifications thereof;

(b) Payment of all other sums, plus interest advanced, for the improvement or protection of the Real Property;

(c) Trustors' performance of the covenants and warranties of this Deed of Trust; and

(d) The repayment of future advances, plus interest, made to Trustors by Beneficiary, provided Promissory Notes representing those advances state the advances are secured by this Deed of Trust.

2. WARRANTIES AND REPRESENTATIONS. Trustors hereby unconditionally warrant and represent to Beneficiary as follows:

2.1 Title to Real Property. Trustors will have good and indefeasible title to the Real Property.

2.2 Taxes, Mortgage Insurance, Homeowner Association and Other Payments. Trustors agree that a breach of the Promissory Note will occur if Trustors become delinquent in the payment of property taxes, home insurance coverage, homeowner association fees and dues and payments to senior mortgage holders. Trustors agree to keep current all obligations that effect the Trustors' right, title and interest in and to the Real Property so as to not jeopardize, limit or impair the Beneficiary's right to obtain clear and marketable title to said property should Beneficiary have to resort to foreclosure proceedings.

3. AFFIRMATIVE REPRESENTATIONS AND COVENANT OF TRUSTORS. Trustors hereby unconditionally covenant and agree with Beneficiary as follows:

3.1 Compliance with Legal Requirements. Trustors will promptly and faithfully comply with and conform to and obey applicable laws governing the ownership of the Real Property.

3.2 Insurance. Trustors shall at all times keep the Real Property insured for the benefit of the Trustee and Beneficiary.

3.3 Liability Insurance. Trustors shall procure and maintain appropriate liability insurance protecting themselves, Trustee and Beneficiary from any exposure from third-party claims for bodily injury, death or property damage. Trustors agree not to further encumber the subject property, including mechanics liens, deeds of trust, mortgages or other claims that impair Beneficiary's rights to the property submitted as collateral for the Promissory Notes.

3.4 Trustors agree, promise and represent that they will cooperate with Beneficiary in the event a bankruptcy proceeding is filed to have the obligations of the Promissory Note and this Deed of Trust non-dischargeable in bankruptcy.

3.5 Power of sale of this Deed of Trust shall not be exhausted by any one or more sales or attempts to sell the property by Trustors.

3.6 Prior Liens, Encumbrances, and Security Interests. Trustors will pay on a current basis, not later than the due dates thereof, all obligations arising out of the Promissory Note, Deeds of Trust, contracts of sale, liens, charges, encumbrances, and other security interests encumbering the Real Property.

3.7 Trustors will promptly pay for all labor and materials for any improvements and/or repairs on said residence during the term of the Note.

3.8 Leased and Deferred Maintenance. Trustors agree to keep the property in reasonably maintained condition and will not allow deferred maintenance to occur on the property so as to preserve the market value of the property should there be a default.

4. EVENTS OF DEFAULT. The terms "Event of Default" as used herein shall mean:

4.1 Trustors fail to pay any principal and interest due on the Promissory Note or any other obligation secured by this Deed of Trust or set forth in the Promissory Note.

4.2 Trustors fail to perform or comply with any of the terms of the terms of the Deed of Trust or Promissory Note.

4.3 Failure to pay promptly and keep current all mortgage payments, insurance payments, homeowner association fees or dues and prompt and current payment of all tax, property tax charges against said property.

5. REMEDIES OF BENEFICIARY. If an Event of Default occurs, Beneficiary may at any time thereafter and at Beneficiary's sole election, through Trustee or otherwise, exercise all rights to accelerate the amounts due, institute a non-judicial or judicial foreclosure and sale and exercise all rights and remedies provided for by law.

5.1 Waiver of Redemption. Trustors agree that there shall be no right of redemption should a Trustee's Sale occur as a result of a foreclosure on this Deed of Trust.

5.2 No Waiver. Any failure by Trustee or Beneficiary to insist on strict compliance with the terms of this Deed of Trust or the Promissory Note shall not constitute a waiver of any rights afforded to the Trustee or Beneficiary.

5.3 Successors and Assigns. All the terms of the loan documents, including the Promissory Note and Deed of Trust are binding upon and inure to the benefit of any of the Beneficiary's successors and assigns.

5.4 Notice. The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the following address:

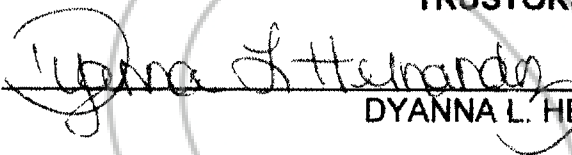
Dyanna and Magdaleno Hernandez
3459 Topaz Lane
Gardnerville, Nevada 89410

6. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the law of Nevada. If any provision or clause of this Deed of Trust or the Promissory Note conflicts with applicable law, the conflict shall not affect other provisions of this Deed of Trust or the Promissory Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Promissory Note are declared to be severable.


The Trustors and Beneficiary have caused this Deed of Trust to be executed the day and year first above written.

TRUSTORS:

DATED:


DYANNA L. HERNANDEZ

DATED:


MAGDALENO A. HERNANDEZ

BENEFICIARY:

DATED:

7-29-21

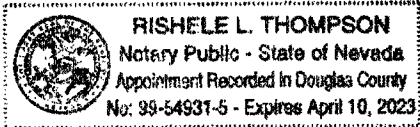
KEVIN JEPSEN as Managing Member of KMJep, LLC

STATE OF NEVADA)
 DOUGLAS)
COUNTY OF WASHOE) ss.

On this 5 day of August, 2021, personally appeared before me, a notary public, DYANNA L. HERNANDEZ, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that he executed the instrument.



NOTARY PUBLIC

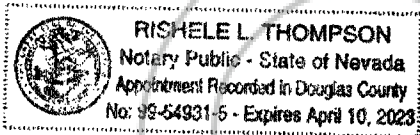


STATE OF NEVADA)
 DOUGLAS)
COUNTY OF WASHOE) ss.

On this 5 day of August, 2021, personally appeared before me, a notary public, MAGDALENO A. HERNANDEZ, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that she executed the instrument.



NOTARY PUBLIC



STATE OF NEVADA)
 DOUGLAS)
COUNTY OF WASHOE) ss.

On this 29th day of July, 2021, personally appeared before me, a notary public, KEVIN M. JEPSEN as Managing Member of KMJep, LLC, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that she executed the instrument.



NOTARY PUBLIC

