

RECORDING REQUESTED BY

When Recorded Mail To:  
Phillip Edwin Doss  
2242 Oak Ridge Drive  
Carson City, NV 89703-7305



KAREN ELLISON, RECORDER

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DEED OF TRUST WITH ASSIGNMENT OF RENTS

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This DEED OF TRUST, Made October 4, 2021, between

1802 North Carson Street, LLC, a Nevada limited liability company, herein called TRUSTOR, whose address is 1894 E. William St. Ste. 4 PMB 484, Carson City, NV 89706,

First Centennial Title Company of Nevada, whose address is 1450 Ridgeview Dr., Reno, NV 89519, herein called TRUSTEE, and

Equity Trust Company, Custodian FBO Phillip Edwin Doss IRA, a 100% interest, herein called BENEFICIARIES

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property described as follows:

Parcel 1:

A parcel of land located on the Easterly side of U.S. Highway 395 (Railroad Avenue), in Minden and being a portion of the Northeast ¼ of the Northwest ¼ and the Northwest 1/4 of the Northeast ¼ of Section 32, Township 13 North, Range 20 East, M.D.B. & M., in Douglas County, Nevada and described a s follows:

Commencing at the Easterly ¼ corner of Section 32, Township 13 North, Range 20 East, thence North 55°01'20" West 3310.38 feet to a point on the Easterly line of the right of way of Highway 395; said point being the True Point of Beginning; thence North 31°22' West 100 feet; thence North 58°38' East 142.00 feet; thence South 31°22' East 100 feet; thence South 58°38' West 142 feet to the True Point of Beginning.

Parcel 2:

A parcel of land located on the Easterly side of U.S. Highway 395 (Railroad Avenue), in Minden and being a portion of the Northeast ¼ of the Northwest ¼ and the Northwest 1/4 of the Northeast ¼ of Section 32, Township 13 North, Range 20 East, M.D.B. & M., in Douglas County, Nevada and described a s follows:

Commencing at the East ¼ corner of Section 32, Township 13 North, Range 20 East, thence North 55°44'11" West 3219.38 feet to a point on the Easterly line of the right of way of Highway 395; said point being the Point of Beginning; thence North 31°22' West 100 feet; thence North 58°38' East 142.00 feet; thence South 31°22' East 100 feet; thence South 48°38' West 142 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in document recorded December 23, 1996, in Book 1296, page 3674, Document No. 403420, Official Records of Douglas County, Nevada.

APN: 1320-32-101-008

Together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the sum of **Four Hundred Thousand Dollars (\$400,000)** with interest thereon according to the terms of a promissory note of even date herewith made by TRUSTOR, payable to order of BENEFICIARIES and extensions or renewals thereof, and (2) the performance of each agreement which may hereafter be loaned to TRUSTOR, or his successors or assigns, when evidenced by a promissory note reciting that they are secured by this Deed of Trust.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiaries fire insurance satisfactory and to with loss payables to Beneficiaries. The amount collected under any fire or insurance policy may be applied by Beneficiaries upon any indebtedness secured hereby and in such order as Beneficiaries may determine, or at option Beneficiaries 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.
- (3) To appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiaries of Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiaries or Trustee may appear, and in any suit brought by Beneficiaries to foreclose this Deed.
- (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 on 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 the Beneficiaries or Trustee, but without obligation to do so 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, Beneficiaries 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 Beneficiaries of 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) To pay immediately and without demand all sums so expended by Beneficiaries or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiaries not to exceed the maximum allowed by law at the time when said statement is demanded.

**B. It is mutually agreed:**

- (1) That 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 Beneficiaries who may apply or release such moneys received by them in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their rights either to require prompt payment when due of all other sums secured or to declare default for failure to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiaries and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiaries stating all sums secured have been paid, and surrender of this Deed and said Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiaries the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect default, Beneficiaries may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said

property or any part thereof, in their own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of said rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

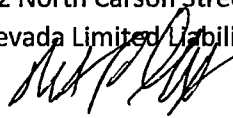
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiaries may declare all sums secured hereby immediately due and payable by delivery to trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiaries also, shall deposit with trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiaries as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of the title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) Beneficiaries, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiaries and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiaries hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- (8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assign. The term Beneficiaries shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiaries herein. In this Deed, whenever context so requires, the masculine gender includes the feminine and or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when the Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiaries or Trustee shall be a party unless brought by Trustee.

1802 North Carson Street, LLC  
A Nevada Limited Liability Company



Robert P. Gindt, Manager

State of Nevada

County of Carson City

This instrument was acknowledged before me on this 4 day of October, 2021, by Robert P. Gindt, Manager of 1802 North Carson, LLC, a Nevada limited liability company, whose identity was proven to me.



Notary Public

