

DOUGLAS COUNTY, NV

2022-982970

Rec:\$40.00

\$40.00

Pgs=6

03/25/2022 11:30 AM

TICOR TITLE - CC (NVTH3K)

KAREN ELLISON, RECORDER

APN(s): 1319-19-410-007

Escrow No. 02201499-TO

RECORDED AT THE REQUEST OF AND:
WHEN RECORDED MAIL TO:

MOJAVE CAPITAL
NV MLD LICENSE # 4028
3127 E Warm Springs Rd #400
Las Vegas, NV 89120

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 24TH day of MARCH 2022, between MOUNTAINTOP LUXURY, LLC, A NEVADA LIMITED LIABILITY COMPANY, herein called GRANTOR or TRUSTOR whose address is 301 GIBSON DR #1026 ROSEVILLE, CA 95678, and TICOR TITLE, herein called TRUSTEE, and SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF, C/O MOJAVE CAPITAL 3127 E Warm Springs Rd Suite 400, Las Vegas, NV 89120, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in ~~CLARK~~ County, NEVADA, described as: DOUGLAS

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

THIS DEED OF TRUST IS DUE ON SALE OR ENCUMBRANCE, MEANING THAT IF THE PROPERTY OR ANY PART THEREOF BE LIENED, CONVEYED OR ALIENATED, EITHER VOLUNTARILY OR BY OPERATION OF LAW, WITHOUT THE EXPRESS WRITTEN CONSENT OF BENEFICIARY OR BENEFICIARY'S AUTHORIZED AGENT, THEN ALL SUMS SECURED HEREBY SHALL, AT BENEFICIARY'S OPTION, BECOME IMMEDIATELY DUE AND PAYABLE.

Additional terms and conditions appear on Exhibit "C" attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. 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 **ONE HUNDRED AND FIFTY FIVE THOUSAND DOLLARS (\$155,000.00)** 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: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

 Initial

County	Document No	Book	Page	County	Document No	Book	Page
Clark	413987	514		Washoe	407205	734	221
Churchill	104132	34 mtgs.	591	Lyon	88486	31	
Douglas	24495	22	415	Mineral	76648	16 mtgs	534-537
Elko	14831	43	343	Nye	47157	67	163
Esmeralda	26291	3H Deeds	138-141	Ormsby	72637	19	102
Eureka	39602	3	283	Pershing	57488	28	58
Humboldt	116986	3	83	Storey	28573	R mtgs	112
Lander	41172	3	758	White Pine	128126	261	331-334
Lincoln	41292	0 mtgs	467				

(which provisions, identical in all countries, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions, and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in the Deed of Trust

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be for replacement value and with respect to attorney's fees provided by for covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

"Superpriority Bankruptcy Loans Prohibited: Borrower acknowledges and agrees that Borrower will never in the course of a Bankruptcy Chapter proceeding seek or consent to obtain credit or incur debt pursuant to 11 United States Code Section 364(d), nor will Borrower otherwise seek a 'Superpriority Loan' secured by a senior or equal lien to the Lender's senior lien evidenced by the loan agreements and 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 hereinabove set forth.

(SPACE INTENTIONALLY LEFT BLANK)

mrb
Initial

BORROWER



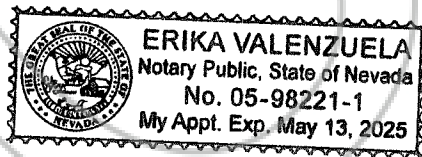
MOUNTAIN TOP LUXURY, LLC
BY: MARC BURRIS

STATE OF NEVADA }
 } SS
COUNTY OF CLARK }

On MARCH 25, 2022 before, a Notary Public, personally appeared **MARC BURRIS**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that **HE** executed same.



Notary Public



Initial

Order No.: 02201499-TO

EXHIBIT A

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

Lot 7, of KINGSBURY ESTATES UNIT NO. 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on September 20, 1965, in Book 1 of Maps, as Document No. 29503.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

APN: 1319-19-410-007

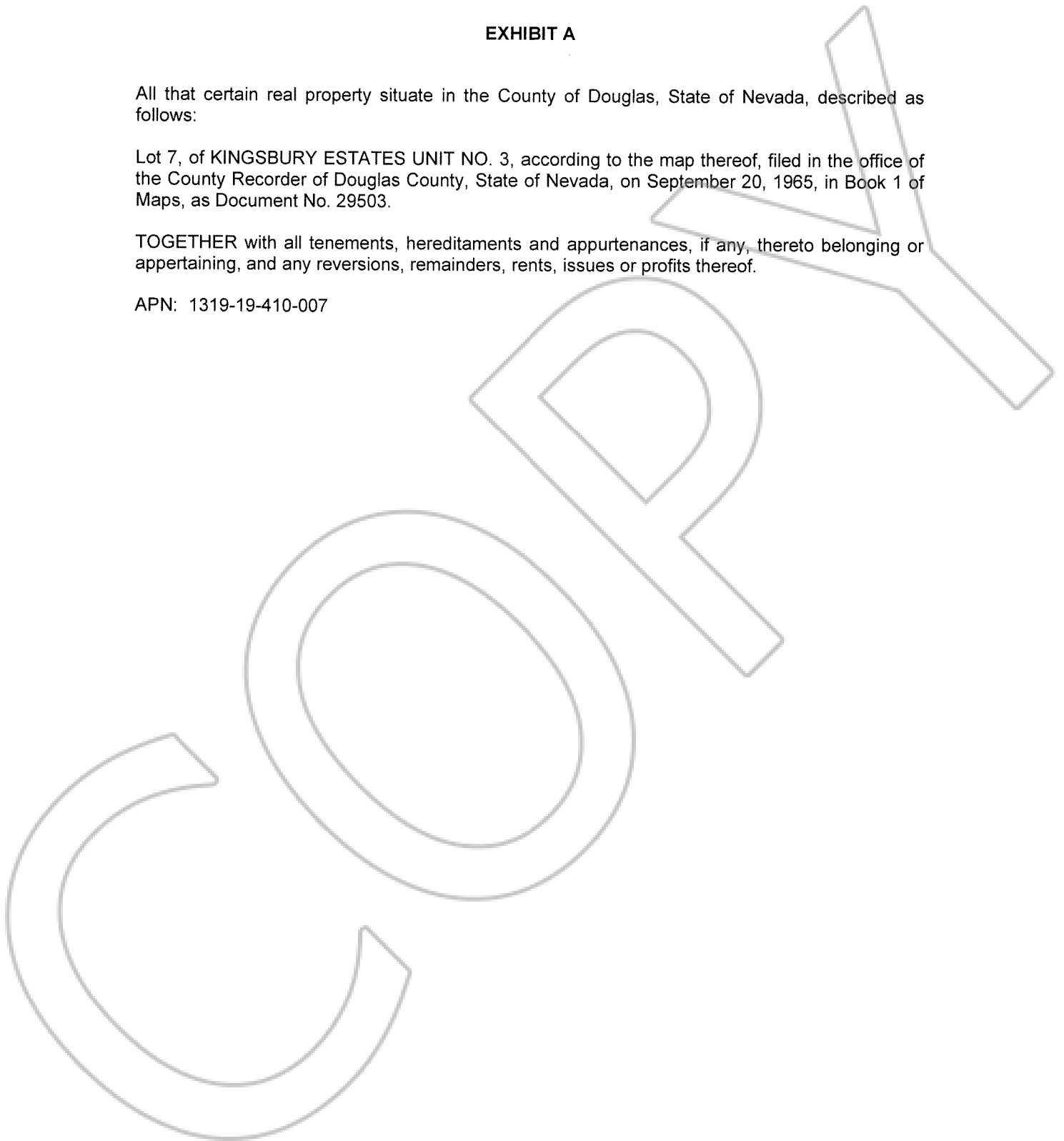


Exhibit "B" to Deed of Trust
Schedule of Lenders' Beneficial Interest in
MOUNTAINTOP LUXURY, LLC. DEED OF TRUST

<u>Lender</u>	<u>Investment</u>	<u>Beneficiary Interest</u>
Diversified Holdings, Ltd	\$100,000.00	64.516%
Plutus, Ltd	\$55,000.00	35.484%
Total	\$155,000.00	100%

Exhibit "C"

The provisions of this Deed of Trust are herein amended to include the following provision:

The Beneficiaries herein named agree and affirm the provision that any default of this Deed of Trust may be declared by the Beneficiaries holding a minimum of 51% of the Beneficial Interest in said Deed of Trust, and in addition, those Beneficiaries holding a minimum of 51% beneficial interest may commence foreclosure proceedings against the Trustor herein, upon a declared default.

COOPER