DOUGLAS COUNTY, NV

2022-986622

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06/23/2022 03:17 PM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

A. P. No. 1220-04-601-018

No. 22025022-COM

When recorded mail to:

Red, White & Blue Holdings, LLC Attn: Pat Paya 624 West Fork Vista Gardnerville, NV 89460

AFFIRMATION PURSUANT TO NRS 111.312(1)(2) AND 239B.030(4)

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

ASSUMPTION AGREEMENT, NOVATION AND FIRST AMENDMENT TO PROMISSORY NOTE

THIS ASSUMPTION AGREEMENT, NOVATION AND FIRST AMENDMENT TO PROMISSORY NOTE is made and entered into on

June 23 , 2022, by and between 1802 NORTH CARSON STREET LLC, a Nevada limited liability company, hereinafter referred to as "Seller", party of the first part; and ARCHIE PROPERTIES, L.P., a California limited partnership, herein referred to as "Buyer", party of the second part; and RED, WHITE & BLUE HOLDINGS LLC, a Nevada limited liability company, hereinafter referred to as "Note Holder", party of the third part.

WITNESSETH:

A. Saller is the owner of that certain real property situate 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 C2, as set forth on that certain Parcel Map LDA 01-012 for Red, White & Blue Holdings, L.L.C., filed for record in the office of the Douglas County Recorder, on December 20, 2001, in Book 1201 Page 6611, as Document No. 530491, of Official Records.

- B. Seller has entered into an agreement to sell the real property described above to Buyer, subject to that certain Promissory Note dated April 2, 2021, and secured by the real property described above as evidenced by that Deed of Trust dated April 2, 2021, recorded April 8, 2021, as Document No. 2021-965172, Official Records, Douglas County, Nevada.
- C. Note Holder is the holder of the Note and beneficiary of the Deed of Trust described above.
- D. Buyer desires to assume all the obligations under the Note and Deed of Trust and Seller desires to be released and discharged from any liability in connection with the Note and Deed of Trust.
- E. Buyer and Note Holder have agreed to amend the extension provision included in the Note as set forth below.

NCW, THEREFORE, in consideration of the premises and other good and valuable consideration, not herein expressed, it is agreed as follows:

- 1. Seller and Note Holder hereby represent that the outstanding principal balance under the Note, as of June 23 , 2022, is \$1,150,000.00.
- 2. Seller and Note Holder hereby represent that there is no current default pursuant to the Assumed Note or the Deed of Trust and that no circumstances exist which would constitute a default with notice, or lapse of time, or both, to the best of their knowledge.
- 3. Buyer hereby assumes all obligations of Seller under the Note and agrees to hold Seller harmless therefrom subject to the amendment provided below.
- 4. The terms of the Note are hereby amended as follows:
 - a. The extension provision in said Note is hereby revoked in its entirety.
 - b. The late charge provision in the Note is restated as follows:

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

- 5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.
- 6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.
- 7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

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DATED: June 23	2022.
SELLER:	BUYER:
*Street	
1802 North Carson LLC, a Nevada Limited	Archie Properties, L.P., a California Limited
Liability Company	Partnership Enterprises
By: The Robert P. Gindt Separate Property Trust	By: Archie Proparates, LLC, a California limited
Its: Sole Member/Manager	liability company
By: Dunham Trust Company, inc., a Nevada	Its: General Pariner
professional trustee	SKINED IN COUNTERPART
Its: Successor Truster	Ву:
By	A. E. Kline, Manager
	\ \
Ann Rosevear, Chief Trust Officer	
By Whilele Fellower	<i>y</i>
Michelle Pillsbury, Trust Officer	. / /
Michelle Philsbury, Trust Officer	/ /
NOTE HOLDER:	
RED, WHITE & BLUE HOLDINGS, LLC, a	
Nevada limited liability company	
recease interest maching company	
SIGNED IN COUNTERPART	
Ву:	
Pat A. Paya, Manager	
By: SIGNED IN COUNTERPART	
John Fisher, Manager	
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Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

- All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.
- 6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.

7. This consent to	assumption of the Note shall not
be deemed a waiver of the righ	t of the Note Holder to
accelerate the unpaid balance	of the Note in the avent of any
subsequent sale or transfer of	the above described real
property which secures the Not	
DATED: 6-20	2022.
SELLER:	BUYER:
*Street 1802 North Carson LLC, a Nevada Limited	Archie Properties, L.P., a California Limited
Liability Company	Partnership ExTENSES
By: The Robert P. Gindt Separate Property Trust	
Its: Sole Member/Manager	liability company
By: Dunham Trust Company, Inc., a Nevada	Its: General Pariner
professional trustee	
Its: Successor Trustee	By:
	A. R. Kline, Manager
By: SIGNED IN COUNTERSARY	. \ \ '
Ann Rosevese, Chief Trust Officer	
SHONED BY COUNTER - 47]]
By:	/ /
Michelle Pillsbury, Trust Officer	
NOTE HOLDER:	
RED, WHITE & BLUE HOLDINGS, LLC, a	
Nevada limited liability company	
SIGNED IN COUNTERPART	
By: Pat A. Paya, Manager	
ra: A. raya, Manager	
By: SIGNED IN COUNTERPART	
John Fisher, Manager	
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Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

- 5. All remaining terms and conditions of the Note and Deed of Trust are hereby ratified and affirmed by Buyer and Note Holder.
- 6. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.
- 7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to

subsequent sale or transfer of property which secures the Note	the above described real
DATED: 6/22/22 ,	2022.
SELLER:	BUYER:
1802 North Carson LJ.C. a Nevada Limited	Archie Properties, L.P., a California Limited
Liability Company	Partnershin
By: The Robert P. Gindt Separate Property Trust	Partnership By: Archie Partners LC, a California limited
Its: Sole Member/Manager	liability company
By: Dunham Trust Company, Inc., a Nevada	Its: General Partner
professional trustee	
Its: Successor Trustee	By: SIGNED IN COUNTERPART
By: SIGNED IN COUNTERFART	A. R. Kline, Manager
Ann Rosevear, Chief Trust Officer SIGNED IN COUNTERPART By:	
Michelle Pillsbury, Trust Officer	
NOTE HOLDER:	
RED, WHITE & BLUE HOLDINGS, LLC, a	
Nevada limited liability company	
By: Post C. Chr. Pat A. Paya, Manager	
By: SIGNED IN COUNTERME!	
John Fisher, Manager	

Any installment or payment due under this promissory note, including the final payment, made more than five (5) days after its due date shall be accompanied by a late charge in the amount of 5% of the payment then due.

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- 5. Note Holder hereby releases and discharges Seller from all liability upon the Note and Deed of Trust, and accepts Buyer as the only party responsible for the payment of the indebtedness evidenced by the Note.
- 7. This consent to assumption of the Note shall not be deemed a waiver of the right of the Note Holder to accelerate the unpaid balance of the Note in the event of any subsequent sale or transfer of the above described real property which secures the Note.

DATED: June 23 , 2	022.
SELLER:	BUYER:
*Street 1802 North Carson LLC, a Nevada Limited Liability Company By: The Robert P. Gindi Separate Property Trust	Archie Properties, L.P., a California Limited Partnership, Enterprises By: Archie Properties, L.C., a California limited
Its: Sole Member/Manager By: Dunham Trusi Company, Inc., a Nevada professional trustee	liability company Its: General Partner SIGNED IM COUNTERPART
Its: Successor Trustee SIGNED IN COUNTERPART	By: A. E. Klinc, Manager
By: Ann Rosevear, Chief Trust Officer SIGNED IN COUNTERFAR? By: Michelle Pillsbury, Trust Officer NOTE HOLDER: RED, WHITE & BILLE HOLDINGS, LLC, a Nevada limited liability company	
SIGNED IN COUNTERPART By: Pat A. Paya, Manager By: John Fisher, Manager	-3

STATE OF NEVADA	â
COUNTY OF WASHDE)	
Rosevear, Chief Trust Officer, of Dunham Trust Comp	on <u>Sune 23 ks</u> , 2022, by Ann pany, Inc., a Nevada professional trustee, as Successor st, Sole Member/Manager of 1802 North Carson*LLC, a *Street
Notary Public	PAUL LATVA Notary Public - State of Nevada Appointment Recorded in Weshoe County
STATE OF 人/らいみのへ) ss	No: 20-2552-02 - Equino September 11, 2024
COUNTY OF (WASHOE)	
	on
Notary Public	PAUL LATVA Notary Public - State of Novada Appointment Recorded in Weshoe County No: 20-252-02 - Expires September 11, 2024
STATE OF COUNTY OF) ss)	And the state of t
This instrument was acknowledged before me Manager of Archie Properties, LLC, a California limit L.P., a California Limited Partnership.	, 2022, by A. E. Kline, ed liability company, General Partner of Archie Properties,
Number 1	
Notary Public -4	-

LAW OFFICES OF OTTO & JENKINS + 3748 LAKESIDE DRIVE, #102 + RENO, NEVADA 89509

STATE OF))		
COUNTY OF)		\ \
This instrument was acknowled	iged before me op		_, 2022, by Ann
Rosevear, Chief Trust Officer, of Dunh			
Trustee to The Robert P. Gindt Separat	e Property Trust, Sole	: Member/Manager of 1802 1	North Carson LLC, a
Nevada limited liability company.			_ \ \
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Notary Public			1
STATE OF	\		
BIRIBOR) ss	/ .\ \	`
COUNTY OF	5 (
This instrument was acknowled		Name da la Camai and I tamatak	_, 2022, by Michelle
Pillsbury, Trust Officer, of Dunham Tr			
The Robert P. Gindt Separate Property limited liability company.	Trust, Seze Member/	Manager of Touz North Cars	on LLC, a Nevana
minited habitity company.			
Notary Public			
	/		>
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STATE OF MCVERCE CONTROL CONTR		/ /	
STATEOR) 60	\ \	
COUNTY OF CONSON CHI) ss		
		- / / ~ ~	
This instrument was acknowled	iged before me on	TUME 20	_, 2022, by A. E. Kline,
Manager of Archier in Fig. 2. LC, a	California limited lia	fility company, General Parti	ner of Archie Properties,
L.P., a California Limited Partnership.		D. CLAR	e iga ce iga eganak iga olarak manak.
	\	Notary Public - State	e of Nevada
I X		Appairtment Recorded i	in Lyca County 🕴
Notary Public		No. 22-4703-12 - Expires F	BOCIEST 2 14 AMED 3 .no. day chade day (an tandan)
(IDINI) TOURS			
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STATE OF Mevada	
COUNTY OF Douglas) ss
	acknowledged before me on
WHITE & BLUE HOLDINGS LLC	by PAT A. PAYA, as Manager of RED,
Junior to All	thur -
Notary Public	Notary Public, State of Newson
	Appointment No. 20-3052-01 My Appt. Expires Jun 11, 2024
STATE OF	
COUNTY OF) ss
This instrument was	acknowledged before me on , by JOHN FISHER, as Manager of RED,
WHITE & BLUE HOLDINGS LI	. Of come rishes, as manager of RED,
Notary Public	
*/	
/ /	
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STATE OF	
COUNTY OF) ss
This instrument was	acknowledged before me on
WHITE & BLUE HOLDINGS LIE	acknowledged before me on by PAT A. PAYA, as Manager of RED,
Notary Mublic	
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STATE OF DEVOCA)) ss
COUNTY OF DOUGHAS)
(/2//2022 , 2022,	acknowledged before me on by JOHN FISHER, as Manager of RED,
WHITE & BLUE HOLDINGS LLC	
Centra Vacand	is as a property in making special distribution of the property of the propert
/ Notary Jublic	CYNTHIA HAGGARD Notary Public - State of Nevada
	Appointment Recorded in Douglas County No: 21-3540-05 - Expires March 12, 2025
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