

DOUGLAS COUNTY, NV

2022-987936

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AGUIRRE RILEY, P.C.

KAREN ELLISON, RECORDER

APN: 1219-14-002-082; 1219-14-002-075; 1219-14-002-081; 1219-14-002-079

RECORDING REQUESTED BY:

Timothy Riley, Esq.  
Aguirre Riley, P.C.  
427 West Plumb Lane  
Reno, Nevada 89509

AND WHEN RECORDED MAIL TO:

DARRYL J. BADER, JR. and ANGELA M.  
BADER, Trustees of the BADER JR.  
FAMILY TRUST, dated September 3, 2013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

**This Deed of Trust (the "DOT")**, is made effective February 28, 2022, between BADER RANCHES, LLC, herein called TRUSTOR, whose address is 427 West Plumb Lane, Reno, Nevada 89509, **SIGNATURE TITLE COMPANY, LLC**, herein called TRUSTEE, and **DARRYL J. BADER, JR. and ANGELA M. BADER, Trustees of the BADER JR. FAMILY TRUST, dated September 3, 2013**, herein called BENEFICIARY.

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, commonly known as 462 Dresden Lane, Gardnerville, NV 89460; 457 Dresden Lane, Gardnerville, NV 89460; 459 Alex Court, Gardnerville, NV 89460; and 460 Alex Court, Gardnerville, NV 89460, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** (1) Performance of each agreement of Trustor herein contained. (2) Payment of the indebtedness and performance of each agreement between TRUSTOR and BENEFICIARY and any extension, amendment or renewal thereof, including the existing principal sum owed by TRUSTOR to BENEFICIARY of \$5,400,000, payable in favor of Beneficiary or order, as provided in that certain Secured Mortgage Note, dated February 28, 2022. (3) Payment of such further sums as the then record owner of such property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep the property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor and materials furnished; to comply with all laws affecting said property or requiring any alterations or improvements to be made; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of

law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary. Trustor covenants to keep any and all residence/buildings insured against loss, with extended coverage endorsement, in a company authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this DOT and all obligations having priority over this DOT and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this DOT.

(3) To pay: at least 10 days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this DOT. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do 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, Beneficiary 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 Beneficiary or 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 reasonable fees.

(4) To pay immediately and without demand all sums owed to Beneficiary, including the indebtedness under the above-referenced Mortgage Note at such times set forth therein, as well as all sums expended by Beneficiary or Trustee under paragraph (3) above, with interest 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 Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(5) 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 Beneficiary who may apply or release such moneys received in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(6) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(7) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this DOT 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.

(8) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this DOT 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.

(9) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

All things herein being subject to applicable law: After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand, shall sell said property or any part thereof 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 and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including attorneys' fees, and including cost evidence of 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 ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(10) That Beneficiary, or his assignee, 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 and acknowledged and recorded in the office of the recorder of the county where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

(11) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

(12) Subject to applicable law, if all or any part of the Property secured by this Deed of Trust is sold or transferred without the Lender/Beneficiary's prior written approval, Beneficiary may require the payment in full of all sums secured by this Deed of Trust. If the Beneficiary exercises this option, Beneficiary shall give the Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in writing to Trustor that all sums must be paid. If Trustor fails to pay these sums prior to the expiration of the period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand.

(13) This security instrument (Deed of Trust) shall be governed by federal law and the law of the State of Nevada. All rights and obligations herein are subject to the limitations of applicable law. Applicable law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Deed of Trust or the mortgage note referenced herein conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the mortgage note which can be given effect without the conflicting provision.

(14) Miscellaneous:

(a) It is expressly agreed that the trust created hereby is irrevocable by Trustor.

(c) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference. Further, to the extent any loan charge, interest rate or other term herein exceeds the amount allowed by law, and that law is finally interpreted so that the interest or other charges collected exceed the permitted limit, then: (a) any such loan charge shall be reduced to the amount necessary to meet the permitted limit, and (b) any sums already collected in excess thereof shall be refunded to Borrower.

(b) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary

shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(15) That Trustee accepts this Deed of Trust, when duly executed and acknowledged, and it shall be 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, Beneficiary or Trustee shall be a party unless brought by Trustee.

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 set forth above.

**BADER RANCHES, LLC**

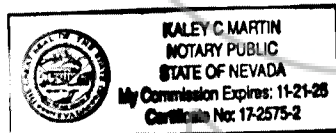
By: DARRYL J. BADER, JR.

Its: Manager

STATE OF NEVADA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On June 22nd, 2022, before me, a Notary Public for the State of Nevada, personally appeared DARRYL J. BADER, JR., known to be the person or company whose name is subscribed to the instrument, and it acknowledged that it executed the same, in the capacity(ies) referenced therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Kaley Martin*  
NOTARY PUBLIC

## Exhibit "A"

### **Parcel 3A-4**

A parcel of land lying within a portion of Section 14, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 3A-4 as shown on the Parcel Map for Eisenhut 1989 Revocable Trust and Bors Family Trust filed for record March 25, 2010 in the office of Recorder, Douglas County, Nevada as Document No. 760813.

cka: 462 Dresden Lane, Gardnerville, NV 89460

APN: 1219-14-002-082

### **Parcel 3**

A parcel of land lying within a portion of Section 14, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Adjusted Parcel 3 as shown on the Record of Survey to Support a Boundary Line Adjustment for Eisenhut 1989 Revocable Trust and Susan Bors filed for record September 26, 2008 in the office of Recorder, Douglas County, Nevada as Document No. 730674.

cka: 457 Dresden Lane, Gardnerville, NV 89460

APN: 1219-14-002-075

### **Parcel 3A-3**

A parcel of land lying within a portion of Section 14, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 3A-3, as shown on the Parcel Map for Eisenhut 1989 Revocable Trust and Bors Family Trust filed for record March 25, 2010, in the office of the Recorder, Douglas County Nevada, as Document No. 760813.

cka: 459 Alex Court, Gardnerville, NV 89460

APN: 1219-14-002-081

### **Parcel 3A-1**

A parcel of land lying within a portion of Section 14, Township 12 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 3A-1, as shown on the Parcel Map for Eisenhut 1989 Revocable Trust and Bors Family Trust filed for record March 25, 2010, in the office of the Recorder, Douglas County Nevada, as Document No. 760813.

cka: 460 Alex Court, Gardnerville, NV 89460

APN: 1219-14-002-079