

DOUGLAS COUNTY, NV **2022-990851**
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TICOR TITLE - GARDNERVILLE
KAREN ELLISON, RECORDER

A. P. No. 1319-25-000-022 & 1319-25-000-023
Escrow No. 02203833

When recorded mail to:
KUNGSHAMM INVESTMENTS
1387 Hawkins Peak
Gardnerville, NV 89410

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

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made October 7, 2022, between
DOOD, LLC, a Nevada Limited Liability Company, herein called "Trustor", whose
address is: 1398 Madcap Lane, Gardnerville, NV 89460, TICOR TITLE OF NEVADA,
INC., a Nevada Corporation, herein called "Trustee", and KUNGSHAMM
INVESTMENTS DEFINED BENEFIT PENSION PLAN, whose address is: 1387
Hawkins Peak, Gardnerville, NV 89410, herein called "Beneficiary",

W I T N E S S E T H:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest
of Trustor in that certain property situate in the County of Douglas, State of Nevada,
more particularly described as follows:

SEE ATTACHED EXHIBIT A

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any
period of default hereunder, and without waiver of such default, to collect said rents,
issues and profits by any lawful means, and to apply the same, less costs and expenses of
collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of
\$500,000.00, according to the terms of a promissory note or notes of even date herewith
made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof;
(2) the performance of each agreement of Trustor incorporated herein by reference or

contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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 necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at 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.

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 or 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 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 his reasonable fees.

5. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

6. 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 by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

7. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

9. At any time, and from time to time, without liability therefore, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or affect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

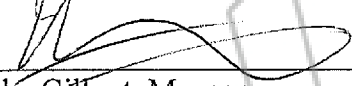
10. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

11. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

12. The following covenants Nos. 1, 2, 3, 4 (7.00% interest), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby

DOOD, LLC

By:


Mike Gilbert, Manager

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 10/17, 2022,
by Mike Gilbert.



Notary Public



COOPER

Order No.: 02203833-RLT

EXHIBIT A

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

PARCEL A:

Parcel 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 30, 2021, as File No. 2021-970170, Official Records, being more particularly described as follows:

A parcel of land located within portions of Sections 24 and 25, Township 13 North, Range 19 East, Douglas County, Nevada, described as follows:

BEGINNING at the northwest corner of Parcel B per the Land Division Map for Nevis Industries, Inc. No. 2 filed for record January 23, 1979 in the office of the Recorder, Douglas County, Nevada as Document No. 29278, said point falling on the southerly line of Muller Lane;

thence along said southerly line of Muller Lane, South 89°26'53" East, 1,196.45 feet;
thence continuing along the southerly line of Muller Lane South 87°36'33" East, 479.38 feet to the northeast corner of said Parcel B;
thence along the east line of said Parcel B, South 00°00'27" East, 1,843.84 feet;
thence North 75°36'55" East, 345.84 feet;
thence South 86°59'51" East, 288.59 feet;
thence along the arc of a curve to the right, having a radius of 175.00 feet, central angle of 49°55'51", an arc length of 152.21 feet;
thence South 37°04'00" East, 194.85 feet;
thence South 54°48'21" West, 400.19 feet to a point on the easterly ordinary high-water mark of the East Fork of the Carson River;
thence along said easterly ordinary high-water mark of the East Fork of the Carson River the following courses:

North 35°11'39" West, 10.13 feet;
North 61°16'24" West, 266.82 feet;
North 63°04'26" West, 199.09 feet;
North 57°39'35" West, 222.12 feet;
North 58°50'23" West, 197.41 feet;
North 49°20'27" West, 125.82 feet;
North 42°20'03" West, 145.34 feet;
North 37°56'36" West, 184.97 feet;
North 18°29'59" West, 200.27 feet;
North 07°15'53" West, 121.63 feet;
North 48°06'33" West, 106.82 feet;
North 73°28'39" West, 117.57 feet;
North 42°33'50" West, 75.09 feet;
North 37°54'37" West, 103.28 feet;
North 07°07'45" West, 68.80 feet;
North 04°33'13" West, 62.18 feet;
North 18°07'15" West, 177.84 feet;
South 74°25'47" West, 109.05 feet;
North 43°56'41" West, 108.20 feet;
North 80°19'31" West, 98.88 feet;

South 73°43'47" West, 144.30 feet;
North 43°47'56" West, 60.01 feet;
North 34°18'04" West, 41.90 feet;
North 14°59'57" West, 131.46 feet;
North 16°12'30" West, 67.90 feet;
North 11°50'54" West, 112.38 feet;
North 36°23'56" West, 78.98 feet;
North 28°46'57" West, 146.26 feet;
North 18°51'33" West, 30.60 feet to the POINT OF BEGINNING,

EXCEPTING THEREFROM, any portion thereof, lying Westerly, Southwesterly or Southerly of the Easterly, Northeasterly or Northerly high water line of the Carson River.

Note: Document No. 2021-970169 is provided pursuant to the requirements of Section 6.NRS 111.312.

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PARCEL B:

Parcel 2 as shown on the Record of Survey in Support of a Boundary Line Adjustment for Park Ranch Holdings, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 30, 2021, as File No. 2021-970170, Official Records, being more particularly described as follows:

A parcel of land located within portions of Sections 24 and 25, Township 13 North, Range 19 East, Douglas County, Nevada, described as follows:

BEGINNING at the northwest corner of Parcel C per the Land Division Map for Nevis Industries, Inc. No. 2 filed for record January 23, 1979 in the office of the Recorder, Douglas County, Nevada as Document No. 29278, said point falling on the southerly line of Muller Lane;

thence along the boundary of said Parcel C the following courses:

South 00°02'30" East, 702.91 feet;
South 00°14'12" West, 542.09 feet;
South 89°28'14" East, 19.13 feet;
South 00°10'19" West, 541.54 feet;
South 76°37'44" West, 29.43 feet;
South 15°04'16" East, 725.61 feet;
South 73°09'52" West, 542.25 feet to a point on the easterly ordinary high-water mark of the East Fork of the Carson River;

thence along said easterly ordinary high-water mark of the Carson River the following courses:

North 26°47'41" West, 94.62 feet;
North 43°54'45" West, 122.78 feet;
North 55°56'27" West, 118.40 feet;
North 52°04'05" West, 126.85 feet;
North 35°11'39" West, 185.79 feet;
thence North 54°48'21" East, 400.19 feet;
thence North 37°04'00" West, 194.85 feet;
thence along the arc of a curve to the left, having a radius of 175.00 feet, central angle of 49°55'51", an arc length of 152.21 feet;
thence North 86°59'51" West, 288.59 feet;
thence South 75°36'55" West, 345.84 feet to a point on the west boundary of said Parcel C;
thence along said west boundary of Parcel C, North 00°00'27" West, 1,843.84 feet to a point on said southerly line of Muller Lane;
thence along said southerly line of Muller Lane, South 87°36'33" East, 1,044.55 feet;

thence continuing along said southerly line of Muller Lane, also South 89°26'50" East, 276.91 feet to the POINT OF BEGINNING,

EXCEPTING THEREFROM, any portion thereof, lying Westerly, Southwesterly or Southerly of the Easterly, Northeasterly or Northerly high water line of the Carson River.

Note: Document No. 2021-970168 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1319-25-000-23

