

1 WILLIAM F. HECKMAN, ESQ.
Nevada Bar Number 3072
2 415 W. Second Street
Carson City NV 89703
3 (775) 841-5888

4 PETER DURNEY, ESQ.
Nevada Bar Number 57
5 6900 S. McCarran Blvd., St 2060
Reno NV 89509
6 (775) 322-2923
Attorneys for Defendant
7 *Robert K. Weaver*

RECORDED & FILED

2021 JUL -1 PM 3:18

AUGREY ROWLATT
CLERK

BY K. PETERSON
DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

9 IN AND FOR CARSON CITY

10 In the Matter of the Estate of: Case No.: 17 PBT 00117 1B
11 YVONNE WEAVER aka, Dept. No. I
YVETTE WEAVER
12 Deceased.
13 _____ /

14 **ASSIGNMENT OF TRUST DEED**

15 COMES NOW, Randal S. Kuckenmeister, CPA, MST, KBCA, LLC, as duly appointed
16 Administrator of the above captioned estate, and in compliance with certain Court orders,
17 which are enumerated herein, hereby grants, assigns and transfers to Robert Kenneth Weaver,
18 all beneficial interest under that certain Deed of Trust dated November 13, 2015, executed by
19 Greg R. Eckert and Terri Linn Eckert, trustors, to Ticor Title of Nevada, Inc., as Trustee, and
20 recorded as Instrument No. 2015-872880, of the Official Records in the County Recorders
21 Office of Douglas County, Nevada, on November 17, 2015, describing the land therein as:

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

23 Parcel 1:

24 Parcel 2, as set forth on that certain Moore/Hurder Parcel Map
25 No. 2 being a portion of the NW 1/4 of the SE 1/4 of Section 29,
Township 10 North, Range 22 East, M.D.B.&M., Douglas County,
26 Nevada, filed for record in the office of the County Recorder of Douglas
County, Nevada on December 5, 1979, in Book 1279, Page 194 as
27 Document No. 39322 and amended by Certificate recorded October 12,
1981, in Book 1081, Page 648, Document No. 61137.

28 Parcel 2:

1 An easement and right to use that portion of Parcel 4 of Parcel
2 Map for Angus W. McLeod, recorded in Book 1081 at Page 1120 as File
3 No. 61372, adjacent to and fronting upon the body of water known as
4 Topaz Lake, as granted in Deed recorded August 6, 1970, in Book 78 at
5 Page 249, as File No. 48992, Official Records.

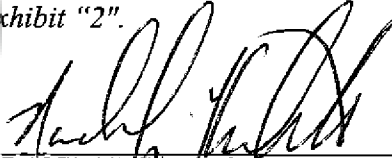
6 APN: 1022-29-702-006"

7 Together with the note or notes therein described or referred to, the monies due and to
8 become due thereon with interest, and all rights accrued or to accrue under such deed of trust,
9 notes or amendments thereto.

10 Further, in support of this assignment, the administrator refers to, and makes a part
11 hereof the following Court Orders and modifications to the note secured by the deed of trust:

- 12 1. ORDER REGARDING 3535 TOPAZ PARK ROAD, DOUGLAS COUNTY,
13 NEVADA 89410 (APN: 1022-29-702-006), recorded as instrument No. 2020-
14 943509, on November 17, 2015, of the Official Records in the County
15 Recorders Office of Douglas County, Nevada.
- 16 2. ORDER FOR PARTIAL DISTRIBUTION, attached hereto as *Exhibit "1"*,
17 authorizing the Administrator to execute and deliver a full assignment of all
18 right, title and interest in the notes and Deed of Trust referred to herein, to
19 ROBERT KENNETH WEAVER.
- 20 3. FIRST and SECOND MODIFICATION TO SECURED PROMISSORY NOTE,
21 dated August 25, 2020, attached as *Exhibit "2"*.

22 Dated this 1st day of July, 2021.


23 RANDAL S. KUCKENMEISTER,
24 Administrator of the Estate of Yvonne
25 Weaver aka Yvette Weaver, deceased

26 STATE OF NEVADA)
27 COUNTY OF CARSON CITY) ss:

28 This instrument was acknowledged before me on JULY 1, 2021,
by RANDAL S. KUCKENMEISTER.


Notary Public



EXHIBIT "1"

EXHIBIT "1"

1 WILLIAM F. HECKMAN, ESQ.
Nevada Bar Number 3072
2 415 W. Second Street
Carson City NV 89703
3 (775) 841-5888
4 PETER DURNEY, ESQ.
Nevada Bar Number 57
5 6900 S. McCarran Blvd., St 2060
Reno NV 89509
6 (775) 322-2923
Attorneys for Defendant
7 *Robert K. Weaver*

REC'D & FILED

2021 JUN 30 AM 9:55

AUBREY ROWLAND
CLERK
BY J. HARKLEBROAD
DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR CARSON CITY

10
11 In the Matter of the Estate of:

Case No.: 17 PBT 00117 1B

12 YVONNE WEAVER aka,
13 YVETTE WEAVER

Dept. No. I

14 Deceased.

15 **ORDER FOR PARTIAL DISTRIBUTION**

16 The Joint Petition of beneficiaries Robert Weaver (hereinafter "Robert") and Ty
17 Weaver (hereinafter "Ty") for partial distribution of the estate, having come on regularly for
18 a hearing before this Court on June 28, 2021, and the Court having examined the petition and
19 after reviewing, the evidence finds as follows:

- 20 1. This estate proceeding was commenced on December 13, 2017. The current
21 administrator is Randal Kuckenmeister, CPA, MST, KBCA, LLC.
22 2. On May 28, 2021, in separate civil action #19 TRT 00036 1B, in and before the First
23 Judicial District Court, Dept. II, the beneficiaries entered into a settlement agreement
24 made part of their Petition for Partial Distribution, hereinafter referred to as the
25 "Settlement Agreement."
26 3. The total assets of this estate are \$2,769,842.00, all cash, with the exception of the
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

"Topaz Note", the terms of which are as follows:

The current principal of the note is \$400,000. The monthly payments currently are interest only of \$1,333.33 per month and \$2,500 per month extra which is being posted against the old penalties and interest receivable in the amount of \$27,586. Once the old penalties and interest are paid, the extra monthly payments of \$2,500 each will reduce principal. Additionally, an additional \$30,000 is due of 12/31/2021 which will clear out the remaining penalty and interest receivable with the balance applied to principal. The payments are due on the 13th of the month. The remaining note is due in full 11/13/2022.

4. Relative to the issue of Partial Distribution, the beneficiaries have entered into a "Settlement Agreement" regarding the "Topaz Note" wherein they have agreed as follows:

"Topaz Note" Ty agrees that the Estate shall immediately distribute the entire interest in the Topaz Note to Robert. In other words, Ty agrees to forego his half (1/2) interest in the Topaz Note and will not oppose Robert's Petition for Partial Distribution to immediately distribute that asset to Robert.

5. Relative to the issue of Partial Distribution, the beneficiaries have further agreed as follows:

"Payment" Ty agrees to pay Robert one-hundred thousand dollars (\$100,000) from his share of the Estate and agrees not to oppose Robert's Petition for Partial Distribution of that amount.

6. Relative to the issue of Partial Distribution, the beneficiaries have further agreed as follows:

"Inventory and Test Stand" The Estate of Yvette Weaver sold the Inventory and Test Stand at an auction. Since the sale, a dispute arose to whether the Estate should void the inventory sale to Nathan Ortiz/Ty Weaver. The Parties hereby agree the Estate should not void the sale of the Inventory Test Stand and that the bona fide purchaser of the Inventory and Test Stand is Ty Weaver.

7. The Administrator has agreed that a partial distribution of the Estate is appropriate

1 with a provision that the sum of one million dollars be withheld until all estate tax
2 liability is determined or until the Statute of Limitations on the Internal Revenue
3 Services's right to question such tax liabilities has expired on December 31, 2021, or
4 which ever occurs first. There also remain claims for extraordinary fees filed by
5 former co-administrator Jason Howard; for extraordinary fees filed by former co-
6 administer Michael Bertrand, as well as anticipated fees and costs to the administrator
7 and his counsel pending estate closure. Otherwise, there are no outstanding creditors
8 claims of the Estate.

9 8. Based on the foregoing, it appears to the Court that partial distribution is appropriate
10 in that the Estate will not be financially harmed.

11 9. Accordingly, in accordance with the "Settlement Agreement", that the following
12 assets are now available to the beneficiaries for immediate distribution:

13 To Robert:

- 14 1. Cash in the amount of \$762,744.75.
- 15 2. The beneficial interest in the note and deed of trust encumbering the "Topaz"
16 property.

17 To Ty:

- 18 1. Cash in the amount of \$558,911.43.
- 19 2. The "Inventory and Test Stand" described in "The Agreement"

20 10. Finally, given the above, it appears to the Court that the Court may dispense with a
21 bond in this case as unnecessary.

22 Based upon the foregoing:

23 IT IS HEREBY ORDERED that the administrator of the Estate, Randal
24 Kuckenmeister, CPA, MST, KBCA, LLC, is authorized and directed to make the following
25 distributions of Estate assets:

- 26 1. To Robert Weaver, the sum of \$762,744.75.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. To Ty, the sum of \$558,911.43.

3. To Robert Weaver, a full assignment of all right title and interest in the "Topaz Note". The administrator is authorized to execute and deliver a full assignment of all right, title and interest to the beneficiary's interest in that certain Note and Deed of Trust referred to in the Court's Order regarding 3535 Topaz Park Road, Douglas County Nevada 89410 (APN 1022-29-702-006).

4. To Ty, a full assignment of all right title and interest in the "Inventory and Test Stand".

IT IS FURTHER ORDERED that the Estate Administrator shall hold the balance of the Estate assets consisting of \$1,000,000 (one million dollars) and no more, in Estate accounts until this Estate is in a position to effect final distribution.

IT IS SO ORDERED.

DATED this 30th day of June, 2021.

James T. Russell
DISTRICT JUDGE

Respectfully Submitted by:
William F. Heckman, Esq.,
Attorney for Robert Weaver
415 W. 2nd Street
Carson City, NV 89703
775-841-5888
wheckmanlaw@gmail.com

William F. Heckman
William F. Heckman

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 30th day of June, 2021, I served the foregoing Order by depositing a copy thereof in the United States Mail at Carson City, Nevada, postage paid, addressed as follows:

William F. Heckman, Esq.
415 W. Second St.
Carson City, NV 89701

Peter Durney, Esq.
6900 S. McCarran Blvd., Ste. 2060
Reno, NV 89509

Enrique R. Schaerer, Esq.
4785 Caughlin Pkwy.
Reno, NV 89519

Silvia Villanueva, Esq.
204 N. Minnesota St., Ste. A
Carson City, NV 89703

Jason Howard
5000 Nordic #6
Bakersfield, CA 93309

Peter E. Dunkley, Esq.
1 E. Liberty St., Ste. 600
Reno, NV 89501



Kimberly M. Carrubba, Esq.
Law Clerk, Dept. 1

EXHIBIT "2"

EXHIBIT "2"

COPY

FIRST MODIFICATION TO SECURED PROMISSORY NOTE

\$414,000.00

Carson City, Nevada
December 26, 2019

This modification to a secured promissory note is hereby agreed to between Randal S. Kuckenmeister, the Administrator of the Estate of Yvonne Weaver, aka Yvette Weaver, as the Lender and Gregory R. Eckert and Terri Linn Eckert, the Borrowers. On November 13, 2015, the Borrowers purchased real property located at 3535 Topaz Park Road, Gardnerville, Nevada and secured a seller carryback from Yvonne Weaver's former corporation, Weaver Brothers, Ltd., in the amount of \$414,000.00. Under the terms of that note, the Borrowers were to pay an additional principal payment of \$2,000.00 on December 13, 2015 with four monthly principal payments of \$3,000.00 each for the next four months to bring the principal balance down to \$400,000.00. The Borrower has represented that they did, in fact, make those additional principal payments but have never made any interest payments under the note. The scheduled payments over and above those principal payments are interest only. Based upon the representations of the Borrower, the attached amortization schedule details the delinquent interest payments through December 13, 2019.

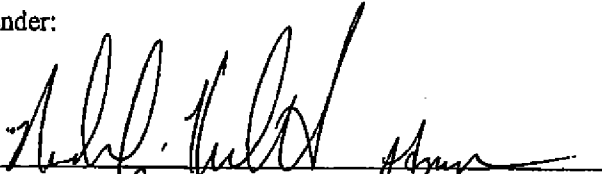
The total delinquent interest only payments under the secured promissory note are \$65,479.84 and late payment penalties at 10% on all of those payments of \$6,547.98 have accrued for a total delinquent amount as of December 13, 2019 of \$72,027.82. The Administrator of Yvonne Weaver's Estate hereby represents to the Borrowers that he is empowered to enter into this agreement on behalf of Yvonne Weaver's Estate which has received from Weaver Brothers, Ltd. all of its assets, including this secured promissory note via liquidation of the corporation in 2019. Therefore, the lender that succeeds Weaver Brothers, Ltd. is the Estate of Yvonne Weaver, Randal S. Kuckenmeister, Administrator.

The Borrower and Lender have agreed that, upon execution of this note modification and receipt of a down payment of \$20,000.00 against the delinquencies not later than January 13, 2020, that the Borrowers will pay the remaining delinquent balance of \$52,027.82 on a monthly basis through November 13, 2020 in the amount of \$4,729.80. In addition, the Borrowers will pay the regular interest only payments due each month beginning January 13, 2020 of \$1,333.33. This brings the total payment on the delinquency and current monthly interest payments to \$6,063.13 per month. Those payments will be due beginning January 13, 2020 and run through November 13, 2020. In addition, the Borrower and Lender agree that not later than November 13, 2020, the due date of the note, that the remaining \$400,000.00 of principal will also be paid by that date in full satisfaction of the debt.

The Borrower has also represented to Lender and Lender has confirmed through the Douglas County Treasurer's office that all delinquent past property taxes that were due have been paid in full, including penalties and interest and taxes are now current through the 2019-2020 fiscal year with no additional property taxes being due until August, 2020. The Borrower confirms and represents as a condition of this note modification that as taxes become due prior to payoff starting with the August, 2020 property tax payment that will be due that the Borrowers will pay those taxes by their due date each tax quarter until the note is paid in full. Additionally, the Borrowers will provide evidence of fire and liability insurance on the property naming the Estate of Yvonne Weaver as an additional insured and provide such evidence to the Lender along with the initial payment under this note modification on January 13, 2020.

This note modification is agreed to by the parties under the note as of December 26, 2019.

Lender:




Estate of Yvonne Weaver,)
Randal S. Kuckenmeister, Administrator

Borrowers:



Gregory R. Eckert



Terri Lynn Eckert

SECOND MODIFICATION TO SECURED PROMISSORY NOTE

\$414,000.00

Carson City, Nevada
August 25, 2020

This modification to a secured promissory note is hereby agreed to between Randal S. Kuckenmeister, the Administrator of the Estate of Yvonne Weaver, aka Yvette Weaver, as the Lender and Gregory R. Eckert and Terri Linn Eckert, the Borrowers. On November 13, 2015, the Borrowers purchased real property located at 3535 Topaz Park Road, Gardnerville, Nevada and secured a seller carryback from Yvonne Weaver's former corporation, Weaver Brothers, Ltd., in the amount of \$414,000.00. By court order on February 6, 2020, the ownership of the note was transferred from Weaver Brothers LTD to Yvonne Weaver from the note's inception on November 13, 2015. The note then transferred to the Estate of Yvonne Weaver at her death on September 18, 2017. Under the terms of that note, the Borrowers were to pay an additional principal payment of \$2,000.00 on December 13, 2015 with four monthly principal payments of \$3,000.00 each for the next four months to bring the principal balance down to \$400,000.00. The Borrower has represented that they did, in fact, make those additional principal payments but had never made any interest payments under the note. The scheduled payments over and above those principal payments are interest only. Based upon the representations of the Borrower, an amortization schedule detailing the delinquent interest payments through December 13, 2019 was provided with the first modification to the note.

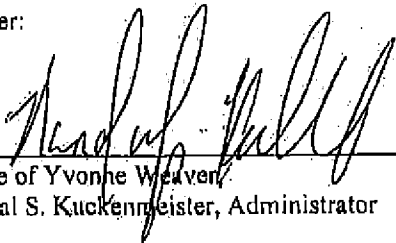
The total delinquent interest only payments under the secured promissory note were \$65,479.84 and late payment penalties at 10% on all of those payments of \$6,547.98 have accrued for a total delinquent amount as of December 13, 2019 of \$72,027.82. The Borrowers have paid \$24,729.80 on February 11, 2020 and \$4,729.80 on February 28, 2020, reducing this balance to \$42,568.22.

The Borrowers and Lender have agreed that the Borrowers will continue to pay interest only on the \$400,000 principal balance in the amount of \$1,333.33 per month through November 13, 2020, which is the original due date of the note. Beginning December 13, 2020, the payment by the Borrowers will increase from \$1,333.33 per month to \$3,833.33 per month. The additional \$2,500.00 will be applied to the remaining delinquent interest and late fees, which presently total \$42,568.22. Additionally, on December 13, 2021, the Borrowers will pay an additional \$30,000.00 plus the regularly scheduled \$3,833.33 payment. At that time, the amount necessary to completely pay off the delinquent penalties and interest will be applied to that balance, with any additional amount over and above interest owed for that month and subsequent months being applied to the principal balance under the note. The payments will then continue monthly on the 13th of each month in the amount of \$3,833.33 beginning January 13, 2022 until November 13, 2022, at which point the entire unpaid balance of the note including principal and interest shall all be due. This modification extends the due date of the note by 2 years.

The Borrowers, under the terms of this note modification agreement, are required to keep all property taxes paid current with Douglas County. Should property taxes become delinquent by more than 10 days from their due date, that constitutes a default under the note and the Lender may seek any remedies allowed under Nevada law for such default. The Borrowers shall also, on an annual basis including upon execution of this modification agreement, provide evidence of fire and liability insurance on the property naming the Estate of Yvonne Weaver as an additional insured.

This note modification is agreed to by the parties under the note as of August 25, 2020.

Lender:

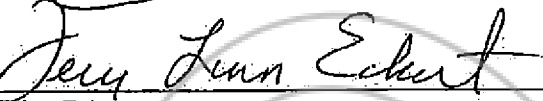


Estate of Yvonne Weaver
Randal S. Kuckenkneister, Administrator

Borrowers:



Gregory R. Eckert



Terri Linn Eckert

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the **LAW OFFICE**
3 **OF WILLIAM F. HECKMAN, ESQ.**, and that on the 15th day of July, 2021, I served
4 a true and correct copy of the preceding document entitled **ASSIGNMENT OF TRUST**
5 **DEED** addressed to the following:

6 Silvia Villanueva, Esq.
7 Law Offices of Ernest Adler
8 204 N. Minnesota Street, Suite A
9 Carson City NV 89703

10 Randal Kuckenmeister
11 C/o Enrique R. Schaerer, Esq.
12 4785 Caughlin Parkway
13 Reno NV 89519

14 Peter D. Durney, Esq.
15 6900 S. McCarran Blvd., Ste. 2060
16 Reno, NV 89509

- 17 **BY U.S. MAIL:** I deposited for mailing in the United States mail, with postage fully
18 prepaid, an envelope containing the above-identified document at Carson City,
19 Nevada, in the ordinary course of business.
- 20 **BY PERSONAL SERVICE:** I personally delivered the above-identified document
21 by hand delivery to the offices of the address named above.

22 
23 DEBORAH R. PRICE

24 **AFFIRMATION PURSUANT TO NRS 239B.030**

25 The undersigned does hereby affirm that the preceding document *does not* contain
26 the social security number of any person.

27 
28 DEBORAH R. PRICE

COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date July 1, 2021

Anthony Fawcett, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, and for Carson City.

By [Signature] Deputy

Per NRS 209 Sec. 6 the GSN may be redacted, but in no way affects the legality of the document.