

A. P. No. 1320-02-001-074

When recorded mail to:

Samuel Whiteside
1738 Lavender Ct.
Minden, NV 89423



00163360202209925890060060

KAREN ELLISON, RECORDER

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 21, 2022, between David S. Small, an unmarried man, herein called "Trustor", whose address is: P.O. Box 665, Genoa, NV 89411, FIRST AMERICAN TITLE INSURANCE CORPORATION, a Nebraska Corporation, herein called "Trustee", and Samuel L. Whiteside, an unmarried man, whose address is: 1738 Lavender Ct, Minden NV 89423 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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 \$2,000.00, 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 manner and with the same affect 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 (interest 5.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

TRUSTOR:

By: David Small

By: DAVID SMALL

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS

This instrument was acknowledged before me on December 21, 2022
by David S. Small.

[Signature]
Notary Public


 E. TOBIAS
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 17-2785-5 - Expires May 8, 2025

EXHIBIT 'A'

DESCRIPTION OF PARCEL 4A, REFLECTING A BOUNDARY LINE ADJUSTMENT AS SHOWN IN RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT FOR G.A. AND ELLA NELSON TRUST, HENRY R. BUTLER, TRUSTEE RECORDED APRIL 26, 2000 IN BOOK 0400 PAGE 4957 AS INSTRUMENT NO. 490614, OF OFFICIAL RECORDS, BEING A PORTION OF THE N.W. 1/4 OF SECTION 2, T.13N., R.20E., M.D.B.&M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 2; THENCE N 00 DEGREES 19 MINUTES 12 SECONDS E, 621.74 FEET; THENCE N 89 DEGREES 54 MINUTES 13 SECONDS W, 332.08 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 89 DEGREES 54 MINUTES 13 SECONDS W, 328.86 FEET; THENCE S 89 DEGREES 56 MINUTES 56 SECONDS W, 63.61 FEET; THENCE N 00 DEGREES 08 MINUTES 05 SECONDS E 220.52 FEET; THENCE N 75 DEGREES 51 MINUTES 46 SECONDS E, 110.00 FEET; THENCE N 81 DEGREES 24 MINUTES 21 SECONDS E, 247.90 FEET; THENCE N 00 DEGREES 02 MINUTES 00 SECONDS W, 336.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HYDE STREET; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF HYDE STREET N 89 DEGREES 59 MINUTES 48 SECONDS E, 40.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S 00 DEGREES 02 MINUTES 00 SECONDS E, 620.93 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED APRIL 27, 2000, IN BOOK 0400, PAGE 5396 AS INSTRUMENT NO. 490806.