

APN: 1220-22-310-022

RECORDING REQUESTED AND
WHEN RECORDED MAIL TO:

ALLING & JILLSON, LTD.
Post Office Box 3390
Lake Tahoe, NV 89449-3390

Pursuant to *NRS 239B.030*, the undersigned affirms that this document submitted for recording does not contain the social security number of any person or persons.

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of April, 2023, between WILLIAM SCOTT HENDRICKS whose address is 699 Bowles Lane, Gardnerville, Nevada, 89410, herein "Trustor", EVERGREEN NOTE SERVICING whose address is Post Office Box 280, Sumner, Washington, 98390 herein "Trustee", and, WILLIAM M. SHRUM, III, AND KIM E. SHRUM, as TRUSTEES OF THE K.&W. SHRUM 1998 TRUST, whose address is 1570 Lombardy Road, Gardnerville, Nevada, 89410, herein "Beneficiary".

WITNESSETH:

That Trustor irrevocably grants, bargains, sells and conveys to Trustee, in trust with power of sale, for the benefit of Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way and appurtenances, all water, water rights and all other rights, royalties and profits relating to the real property, including, without limitation, all minerals, oil, gas, geothermal and similar matters located in the County of Douglas, State of Nevada, commonly known as 699 Bowles Lane, Gardnerville, Nevada, Assessor's Parcel Number 1220-22-310-022, as more particularly described on the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "Property"), which Property shall include any parcels that form any part of the Property that are partitioned or adjusted in the future and are assigned new assessor's parcel numbers or have their legal description modified.

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) payment of the sum of FOUR HUNDRED ONE THOUSAND DOLLARS (\$401,000.00), payable to order of Beneficiary, and extensions or renewals thereof (the "Indebtedness"), (2) the performance of each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest

thereon which may hereafter be loaned to Trustor, or their successors or assigns when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; 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 performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; 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, the specific enumeration's herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or 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.

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

(4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, if any; 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, Beneficiaries 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 judgement 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) To pay immediately and without demand all sums so expended by Beneficiaries or Trustee, with interest from date of expenditure 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.

B. It is mutually agreed:

(1) 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 Beneficiaries who may apply or release such moneys received by it in the same manner and with the same effect as above provided or disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiaries 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.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiaries and presentation of this Deed 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.

(4) That upon written request of Beneficiaries stating all sums secured hereby have been paid, and surrender of this Deed 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. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiaries the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiaries may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

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, Trustee, without demand on Trustor, shall sell said property 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. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiaries as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of 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 the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Immediately after the sale, Trustor shall surrender possession of the property to the purchaser. In the event Trustor has not previously surrendered possession and upon failure to vacate the property, Trustor shall pay to the purchaser the reasonable rental value of the property, and/or at purchasers' option, may be dispossessed in accordance with the law applicable to tenants' holding over.

(7) Beneficiaries, or any successor in ownership of any indebtedness secured hereby, 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 by the Beneficiaries and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiaries hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed 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 pledgee(s), of the note secured hereby,

whether or not named as Beneficiaries herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this trust when this Deed, duly executed and acknowledged, is 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, Beneficiaries or Trustee shall be a party unless brought by Trustee.

(10) The invalidity or unenforceability of any provision herein will not affect the validity and enforceability of any other provision.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF A VOLUNTARY SALE, TRANSFER OR CONVEYANCE OF ALL OR ANY PORTION OF THE PROPERTY DESCRIBED HEREIN, ANY INDEBTEDNESS OR OBLIGATION DUE UNDER THE NOTE SECURED HEREBY SHALL, AT THE OPTION OF THE BENFICIARY HEREOF, IMMEDIATELY BECOME DUE AND PAYABLE.

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and acknowledged by Trustor as of the day and year first above written.

DATED this 27 day of ^{APRIL}~~May~~, 2023.


TRUSTOR:

WILLIAM SCOTT HENDRICKS

STATE OF NEVADA)
)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on ^{april}~~May~~ 27, 2023, by WILLIAM SCOTT HENDRICKS.

WITNESS my hand and official seal.

 SHAWNA KENNEDY
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 22-6642-12 - Expires December 1, 2025

Signature of Notary Public

Exhibit A

Legal Description

Lot 657 as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 27, 1974, In Book 374, Page 676, as Document No. 72456, Official Records.

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