

APN# 1220-21-710-029

Recording Requested by/Mail to:

Name: FIRST AMERICAN TITLE

Address: 1663 US HWY 395 N STE 101

City/State/Zip: MINDEN NV 89423

Mail Tax Statements to:

Name: ROSSI FAMILY TRUST C/O ALLIED LOAN SERVICING

Address: PO BOX 17942

City/State/Zip: RENO NV 89511

DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS

Title of Document (required)


------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)



Signature

E. TOBIAS

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

A. P. No. 1220-21-710-029

Escrow No. 2663090
Alpen Mortgage NV License #2121
Alpen Mortgage NMLS #363496

When recorded mail to:

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**DEED OF TRUST
WITH ABSOLUTE ASSIGNMENT OF RENTS**

THIS DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS, made November 2, 2023, between CLAUDIA MARIE POLLARD, an unmarried woman, herein called "Trustor", whose address is: 1338 Leonard Road, Gardnerville, NV 89460, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, herein called "Trustee", and VINCENT A. ROSSI and KATHLEEN D. ROSSI, Trustees of THE VINCENT A. ROSSI FAMILY TRUST dated December 7, 1995, herein called "Beneficiary", whose address is: c/o Allied Loan Servicing, P.O. Box 17942, Reno, NV 89511.

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:

Lot 539, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed in the office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374 of Maps, Page 676, as File No. 72456.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, issues and profits thereof. Trustor further irrevocably grants, transfers, and assigns to Beneficiary the rents, income, issues and profits from the property, absolutely and unconditionally, and not merely as additional security for the indebtedness secured by this Deed of Trust. Prior to the occurrence of an event of default under this Deed of Trust, or the Promissory Note secured hereby, Beneficiary grants permission and a license to Trustor to collect the rent, income, issues and profits of the property as they become due and payable. In the event of a default under the Promissory Note or this Deed of Trust, Beneficiary shall have the right, with or without notice or demand, and with or without taking possession of the property, to collect all rents, issues, royalties and profits, and either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession, and hold, occupy, possess, and enjoy the property, make, cancel, enforce, and modify leases, obtain and eject tenants, and set and modify rents and terms of rent. Beneficiary shall have the further right to sue, and to take, receive, and collect all or any part of the rents, issues, royalties, and profits of the property, and after paying all costs of maintenance, operation, each agreement of trustor incorporated herein or contained herein, and collection, including reasonable attorney's fees, as Beneficiary may deem proper, to apply the balance upon the entire indebtedness then secured by this Deed of Trust. The receipt and application by the Beneficiary of such rents, issues and profits, after execution and delivery of any Notice of Default and Election to Sell, or during the pendency of any Trustee's sale proceedings under this Deed

of Trust. All such rents, issues and profits, less the costs of operation, maintenance, each agreement of trustor incorporated herein or contained herein, collection and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the entire indebtedness from time to time outstanding secured by this Deed of Trust, in such order as Beneficiary may determine. If the rents, issues and profits of the property are not sufficient to satisfy the costs, if any, of taking control of and managing the property and collecting the rents, issues and profits thereof, any funds expended by Beneficiary for such purposes shall become indebtedness of the Trustor to Beneficiary and shall be secured by this Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of the disbursement at the rate set forth in the Note secured hereby. Nothing contained herein, nor any collection of rents, issues, profits, and income by Beneficiary, or its agent or a receiver shall be construed to make Beneficiary a "mortgagee-in-possession" of the property, so long as Beneficiary has not itself entered into actual possession of the property.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$240,000.00, 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. Maintenance. 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 therefor; 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. Expenses, Fees and Costs. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. Insurance. 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, and other reasonable hazard request by Beneficiary with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada and to provide Beneficiary with copies of such policy on each renewal at least ten (10) days prior to the expiration of the prior policy term. Said insurance shall indicate Beneficiary as an additional insured and 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 the 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.

4. Litigation. 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 purporting to affect the security and will pay all costs and damages arising because of such action.

5. Condemnation Proceeds. 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 affect as herein provided for disposition of proceeds of insurance.

6. Trustee Obligations. 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.

7. Waiver. 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.

8. Trustee Approval of Map or Plat. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect 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.

9. Reconveyance. 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".

10. Acceleration. 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.

11. Adoption of Covenants. The following covenants Nos. 1, 3, 4 (interest 12%), 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.

12. Deficiency. 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.

13. Successors. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee Resignation. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. Captions and Gender. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. Due on Sale. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

any prepayment penalties, shall forthwith become due and payable without notice or demand.

17. Impound Account. In addition to the monthly payments required upon the note secured hereby, Trustor agrees to fund an impound account to pay real property taxes and hazard insurance premiums upon the property encumbered hereby. The monthly amount required to be paid to the impound account shall be established by Beneficiary, from time to time, and shall approximate the sum of 1/12th of the amount necessary to pay the annual insurance premiums upon the property and 1/12th of the amount necessary to pay annual real property taxes upon the property. Said impound account will presently require payments in the amount of \$197.13 per month, but is subject to fluctuation. At the time of each monthly payment required upon the note secured hereby, Trustor agrees to pay such additional amount as is required to fund the impound account.

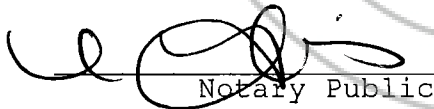
TRUSTOR:



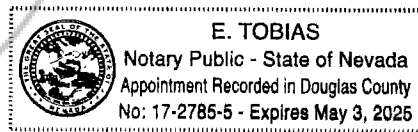
Claudia Marie Pollard

STATE OF NV)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on 11-2-2023, 2023, by CLAUDIA MARIE POLLARD.



Notary Public



A. P. No. 1220-21-710-029

Escrow No. 2663090
Alpen Mortgage NV License #2121
Alpen Mortgage NMLS #363496

When recorded mail to:

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**ABSOLUTE ASSIGNMENT OF LESSOR'S
INTEREST IN LEASES AND RENTS**

This Absolute Assignment of Lessor's Interest in Leases and Rents (the "Assignment") is entered into on November 2, 2023, between CLAUDIA MARIE POLLARD, an unmarried woman (herein, "Assignor"), and VINCENT A. ROSSI and KATHLEEN D. ROSSI, Trustees of THE VINCENT A. ROSSI FAMILY TRUST dated December 7, 1995 (herein, "Assignee"), with reference to the following facts:

A. Assignor is the owner of that certain real property situated in the County of Douglas, State of Nevada, more particularly described as follows, (the "Real Property"):

Lot 539, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed in the office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374 of Maps, Page 676, as File No. 72456.

B. Assignee has agreed to make a loan to Assignor (the "Loan") in the principal amount of TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00). It is a condition of the Loan that all of Assignor's right, title and interest in and

to all rents, issues, and profits relating to or derived from the Real Property and any business activity conducted thereon be absolutely and unconditionally, and not merely as additional security for the loan, assigned to Assignee as an additional inducement to make the Loan upon the terms and conditions set forth below.

Based upon the foregoing, and in consideration of the Loan, Assignor and Assignee agree as follows:

1. Assignment. For value received, and as a material inducement to Assignee to make the Loan giving rise to the indebtedness described below, Assignor hereby assigns, grants, transfers, and delivers to Assignee all right, title, and interest of Assignor in and to all leases, tenancy, and use agreements (collectively, the "Leases") now or hereafter executed which cover or relate to all or any part of the Real Property and all improvements now or hereafter situated thereon, said real property and improvements hereinafter referred to collectively as the "Premises," together with all rights, remedies, benefits, and advantages to be derived therefrom. This Assignment includes and Assignor hereby assigns to Assignee, all of the rents, option payments, proceeds of the sale of the Premises pursuant to the exercise of any option by any tenant, income, receipts, revenues, issues, royalties, and profits now due, or which may become due or to which Assignor may now or shall hereafter become entitled, arising or issuing from and out of the Leases or arising from or out of the Premises or any part of the Premises, or interest in the Premises, together with any and all rights which Assignor may have with respect to loss of rents, income, receipts, revenues, issues, royalties, and profits resulting from untenability or unsuitability of the Premises, all of which are hereinafter collectively referred to as the "Rents". This Assignment is expressly made subject to a license reserved and retained by Assignor, which license is limited as provided herein, to collect all of the Rents until such license has been terminated or revoked.

2. Application Of Rents By Assignee. All Rents or any other proceeds of the Leases collected by Assignee pursuant to this Assignment may be applied by Assignee for the purpose of discharging, in such order of priority as Assignee may determine, the following obligations of Assignor to Assignee:

A. Payment of the indebtedness of Assignor to Assignee which indebtedness is evidenced by a certain Promissory Note (the "Note"), executed by Assignor in favor of

Assignee, and secured by a Deed of Trust executed by Assignor in favor of Assignee, together with all modifications, extensions, renewals and replacements thereof.

B. Performance and discharge by Assignor of each and every obligation, covenant, promise, and agreement set forth in this Assignment, the Note, the Deed of Trust, including but not limited to, obligations of the Assignor to the Assignee for such additional sums, with interest thereon, as may be incurred, paid or advanced by Beneficiary, or as may otherwise be due to the Beneficiary.

Assignor further agrees that all rents, option payments, proceeds from the sale of the Premises pursuant to any option, or any other proceeds of the Leases collected by Assignee may be applied for the purpose of discharging, in such order of priority as Assignee may determine, any and all obligations or indebtedness of Assignor to Assignee, including obligations and indebtedness now existing or indebtedness and obligations hereafter arising during the term of this Assignment.

3. Assignor's License To Collect Rent. Prior to the occurrence of a default under the Deed of Trust which secures the Note, or upon said Note, Assignee grants permission and a license to Assignor to collect the rent from the premises as it becomes due and payable. On or at any time after default by Assignor in the payment of any indebtedness described above, or after failure by Assignor to observe or perform any obligation, term, covenant, condition, representation, or warranty in the Note, the Deed of Trust, or this Assignment, Assignee may, without notice, terminate the license of Assignor to collect the Rents, and Assignee may, at its option, and in its sole and absolute discretion, without notice or demand and without regard to the adequacy of security for the indebtedness secured by the Deed of Trust (and specifically without regard to the value of the real property that is the subject of the Deed of Trust), with or without bringing any action or proceeding, either in person or by agent, or by the Trustee under the Deed of Trust, or by a receiver to be appointed by a court, and irrespective of the Assignor's possession of the Premises, then or thereafter and subject to the provisions of the Leases, do any one or more of the following: (a) enter on, take possession of, manage, and operate the Premises or any part of the Premises together with all records, documents, books, papers, and accounts of Assignor relating to the Premises; (b) make, control, or modify the Leases on such terms and for such periods of time, and on such conditions as the Assignee may deem fit and

proper; (c) enforce or cancel the Leases now in effect or hereafter in effect on the Premises or any part of the Premises; (d) obtain and evict tenants; (e) fix or modify Rents; (f) collect, demand, sue for, attach, levy, recover and receive, compromise and adjust, and execute and deliver receipts and releases for all Rent; (g) institute and settle unlawful detainer actions and summary proceedings and other actions and suits to remove for cause any tenant, subtenant, or occupant of the Premises or any part of the Premises; (h) from or out of the Rents or any other funds of Assignor deposited with Assignee, pay and discharge all taxes, all premiums for required insurance, the cost of repairs and alterations and any other expense or charge in the satisfaction of any obligation of Assignor under the Leases, or that may be advisable for Assignee to pay or expend in order to prevent or cure a default under the Leases, or in order to manage, maintain, and operate the Premises, including, but without limitation, rental commissions, attorneys' fees, and costs of any other services that may be required; (i) otherwise do whatsoever ought to be done in and about the Premises as fully as Assignor could do if personally present. Assignee shall, after payment of all principal charges and expenses, credit the net amount of income that it may receive by virtue of this Assignment and from the Premises to any amounts due Assignee from Assignor as provided above, the manner of the application to be and to remain within the sole discretion of Assignee. Notwithstanding any other provision of this Assignment, the acceptance by Assignee of this Assignment, with all the rights, powers, privileges, and authority so created, shall not, before exercise or enforcement of such rights, powers, privileges, and authority by Assignee, be deemed or construed to constitute Assignee a mortgagee-in-possession, or obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Premises, or to take any action under this Assignment, or to expend any money or incur any expenses or perform or discharge any obligation, duty, or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant and not assigned to Assignee; nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons in or about the Premises.

4. Indemnification. Assignor agrees to indemnify and hold Assignee harmless of and from any and all liability, loss, damage, or expense that it may or might incur under or by reason of this Assignment, or for any action taken by the

Assignee under this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Assignee arising out of the Leases, including, but without limitation, any claim by any tenant of credit for any Rent or deposit paid to or received by Assignor, but not delivered to Assignee, and any claims or demands that may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should Assignee incur any such liability, loss, damage, or expense, or any expenses in the defense of any such claims or demands, the amount of such liability, loss, damage, or expense (including reasonable attorneys' fees) with interest thereon at the rate set forth in the Note, shall be payable by Assignor immediately and without demand, and the Assignor's obligation for payment thereof shall be secured by the Deed of Trust.

Assignor releases and relieves leasees, tenants and occupants of the premises from any liability to Assignor by reason of making payments to Assignee pursuant to the provision of this Assignment.

5. Termination of Assignment. On payment in full of all of the indebtedness described above, this Assignment, except for the provisions regarding indemnification, which shall continue in effect, shall become and be void and of no further force or effect; but the affidavit, certificate, or statement of any officer, general partner, or trustee of Assignee showing any part of the indebtedness to remain unpaid, or the performance or discharge to be incomplete, shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment. Any person may and is authorized to rely on any such affidavit, certificate, or statement.

6. Miscellaneous.

6.1 Notices. All notices required or permitted to be given by law or by the terms of this Agreement shall be in writing and shall be considered given upon (1) personal service of a copy on the party to be served, or (2) proper deposit of a copy of such notice in the United States Mail, by certified or registered mail, postage prepaid, receipt for deliver requested, addressed to the party to be served at the addresses set forth below. The addresses of the parties are as follows:

Assignor:

Name:

CLAUDIA MARIE POLLARD

Address:

1338 Leonard Road
Gardnerville, NV 89460

Telephone: 775 781 1464

Email: gueragrirona96@gmail.com

Assignee:

Name:

VINCENT A. ROSSI, TTEE
KATHLEEN D. ROSSI, TTEE

Address:

c/o Allied Loan Servicing
P.O. Box 17942
Reno, NV 89501

Telephone: _____

Email: _____

Any change in the address of any party shall be given by the party having such change to the other parties in the manner provided above. Thereafter, all notices shall be given in accordance with the note of change of address. Notices given before actual receipt of the notice of change of address shall not be invalidated by the change of address.

6.2 Delivery Of Lease Documents. If Assignor has retained any of the executed instruments or indentures evidencing the Leases, then such retention is agreed to be for the convenience only of Assignor, and shall not in any way be deemed to defeat or diminish any right of Assignee under this Assignment. Copies of any Lease shall be delivered to Assignee within five (5) days after notice to Assignor.

6.3 Successors and Assigns. Except as otherwise provided herein, this Assignment shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6.4 Assignee's Right Under Assignment Permissive And Not Obligatory. The exercise by Assignee of any of the rights, remedies, powers, or privileges provided for in this Assignment, or the taking of any action by Assignee, whether complete or incomplete with respect thereto, is permissive and not obligatory, and the exercise or nonexercise of such rights, remedies, powers, or privileges shall not preclude, delay, or prejudice any other rights, remedies, powers, or privileges provided for in this Assignment or in the Note or

Deed of Trust, or otherwise provided at law or in equity; and the failure to take action at any time shall not constitute a waiver of any such right, remedy, power or privilege. The right of Assignee to collect any indebtedness and to enforce any other security for the indebtedness may be exercised by Assignee either before, simultaneously with, or after, any action taken under this Assignment.

6.5 Choice Of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

6.6 Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Assignment.

6.7 Time Is Of The Essence. Time is of the essence under this Assignment and any amendment, modification, or revision of it.

6.8 Assignment To Be Characterized As Absolute. It is intended by Assignor and Assignee that, notwithstanding the characterization of any interest or right created by the Deed of Trust, or any other instrument executed by Assignor for the purposes of discharging or securing any indebtedness secured by the Deed of Trust, this Assignment shall not create a security interest that requires possession of the Premises for its perfection, but that this Assignment shall be absolute.

6.9 Attorneys' Fees. If either party brings an action or proceeding to enforce, protest, or establish any right or remedy under the terms of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

6.10 Notification Of Assignment to Tenant. At a time during the term of this Assignment, Assignor agrees to execute and deliver any written notices or communications to tenants under the Leases notifying tenants of the existence of this Assignment in such form as Assignee shall determine, in Assignee's discretion.

6.11 Subordination. This Assignment is subject and subordinate to that certain Deed of Trust executed by Assignor in favor of Assignee, securing, among other things, a Note in the principal amount of \$240,000.00 and which Deed of Trust is recorded concurrently herewith.

6.12 Reconveyance. If not sooner reconveyed, released or terminated, this Absolute Assignment of Lessor's Interest in Leases and Rents shall be deemed reconveyed, released and terminated concurrent with the recordation of the reconveyance of the Deed of Trust referred to in 6.11, above.

ASSIGNOR:

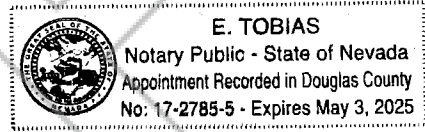
Claudia Marie Pollard
Claudia Marie Pollard

ASSIGNEE:

SIGNED IN COUNTERPART
Vincent A. Rossi, Trustee

SIGNED IN COUNTERPART
Kathleen D. Rossi, Trustee

STATE OF NV)
) ss
COUNTY OF Douglas)



This instrument was acknowledged before me on November 2, 2023, by CLAUDIA MARIE POLLARD.

E. Tobias
Notary Public

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on _____, 2023, by VINCENT A. ROSSI and KATHLEEN D. ROSSI, Trustees of THE VINCENT A. ROSSI FAMILY TRUST dated December 7, 1995.

Notary Public

