

APN# 1022-15-001-100



SHAWNYNE GARREN, RECORDER

Recording Requested by/Mail to:

Name: STEVEN A. BOHLER

Address: P.O. Box 392

City/State/Zip: WELLINGTON NV 89444

Mail Tax Statements to:

Name: TREVOR SMITH

Address: 3915 GRANITEWAY

City/State/Zip: Wellington NV 89444

DEED OF TRUST

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DEED OF TRUST

This DEED OF TRUST (this “*Deed of Trust*”) is made this \_\_\_ day of November 2022, between Trevor R. Smith (the “*Trustor*”), whose mailing address is 3915 Granite Way, Wellington, NV 89444, Attorney Stephen J. Mayfield (the “*Trustee*”), and J & S Company Investments, LLC, a Nevada limited liability company (the “*Beneficiary*”).

### Preliminary Statement

**WHEREAS**, Trustor has entered into that Promissory Note Secured by Deed of Trust (the “*Note*”) of like date herewith, wherein Trustor promised to pay Beneficiary in lawful money of the United States the sum of Ninety-Five Thousand Dollars (\$95,000.00), with interest, to Beneficiary according to the terms of the Note, executed and delivered therefor by Trustor.

### Agreement

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained, including payment of the said Note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof, and for the purpose of securing payment of such additional sums as may hereafter be advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably grants and transfers to Trustee, in trust with power of sale, all that real property situated in Douglas County, State of Nevada, described in the attached **Schedule A**.

Together with all tenements, hereditaments and appurtenances, if any, in which Trustor has any interest, including water rights benefiting said realty, whether represented by shares of a company or otherwise; and

Trustor also assigns to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following Covenant Nos. 1 through 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to Covenant Nos. 2,4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2: Ninety Thousand Dollars (\$90,000.00); Covenant No. 4: Ten percent (10%); Covenant No. 7: Ten percent (10%). Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this Deed of Trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF, Trustor has executed this instrument.

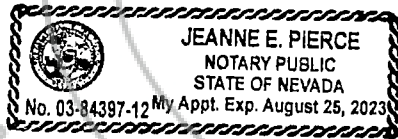
Dated: November 22, 2022

SIGNATURE OF TRUSTOR:

Trevor R. Smith

STATE OF NEVADA        )  
                                      §  
DOUGLAS COUNTY        )

On November 22, 2022 before me Jeanne E Pierce, a notary  
(Notary Public Name)  
public, personally appeared Trevor R. Smith, personally known to me or proved on the basis of  
satisfactory evidence to be the person whose name is subscribed to this instrument, and  
acknowledged he executed the same. Witness my hand and official seal.



Jeanne E Pierce  
NOTARY PUBLIC

**SCHEDULE A  
LEGAL DESCRIPTION**

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

LOT 4 IN BLOCK V AS SHOWN ON THE MAP OF TOPAZ RANCH ESTATES,  
UNIT NO. 4 FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER  
OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 16, 1970, IN  
BOOK 1 OF MAPS, PAGE 224, AS DOCUMENT NO 50212.

Assessment Parcel No. 1022-15-001-100.

Commonly known as 3915 Granite Way, Wellington, NV 89444

The following are the covenants referred to and incorporated by reference in the preceding Deed of Trust:

**Covenant No. 1:** That Trustor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust premises, or any part thereof, and that he will pay all interest or installments due on any prior encumbrance, and that in default thereof, Beneficiary may, without demand or notice, pay the same, and beneficiary shall be sole judge of the legality or validity of such taxes, assessments, charges or encumbrances, and the amount necessary to be paid in satisfaction or discharge thereof.

**Covenant No. 2:** That the Trustor will at all times keep the buildings, structures and improvements which are not or shall hereafter be erected upon the premises insured against loss or damage by fire, to the amount of at least Ninety-Five Thousand Dollars (\$95,000.00) by some insurance company or companies approved by Beneficiary, the policies for which insurance shall be made payable, in case of loss, to Beneficiary, and shall be delivered to and held by the Beneficiary as further security, and that in default thereof, Beneficiary may procure such insurance, not exceeding the amount aforesaid, to be effected either upon the interest of Trustee or upon the interest of Trustor, or his assigns, and in their names, loss, if any, being made payable to Beneficiary, and may pay and expend for premiums for such insurance such sums of money as the Beneficiary may deem necessary.

**Covenant No. 3:** That if during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear to intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same, or the adverse claim, and in that behalf and for any of the purposes may pay and expend such sums of money as the Trustee or Beneficiary may deem to be necessary.

**Covenant No. 4:** That the Trustor will pay to Trustee and to Beneficiary respectively, on demand, the amounts of all sums of money which they shall respectively pay to expend pursuant to the provisions of the implied covenants of this section, or any of them, together with interest upon each of the amounts, until paid, from the time of payment thereof, at the rate of Ten percent (10%) per annum.

**Covenant No. 5:** That in case Trustor shall well and truly perform the obligation or pay or cause to be paid at maturity the debt or promissory note, and all moneys agreed to be paid by him, and interest thereon for the security of which the transfer is made, and also the reasonable expenses of the trust in this section specified, then the Trustee, its successors or assigns, shall reconvey to the Trustor all the estate in the premises conveyed to the Trustee by the Trustor. Any part of the trust property may be reconveyed at the request of the Beneficiary.

**Covenant No. 6:** That if default be made in the performance of the obligation, or in the payment of the debt, or interest thereon, or any part thereof, or in the payment of any of the other monies agreed to be paid, or of any interest thereon, or if any of the conditions or covenants in this section adopted by reference be violated, and if the notice of breach and election to sell, required by this chapter, be first recorded, then Trustee, its successors or assigns, on demand by Beneficiary, or assigns, shall sell the above-granted premises, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objects of these trusts, in the manner following, namely:

The Trustee shall first give notice of the time and place of such sale, in the manner provided by the laws of this state for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the Trustee may sell the property so advertised, or any portion thereof, at public auction, at the time and place specified in the notice, either in the county in which the property, or any part thereof, to be sold, is situated, or at the principal office of the Trustee, in its discretion, to the highest cash bidder. The Beneficiary, obligee, creditor, or the holder or holders of the promissory note or notes secured thereby may bid and purchase at such sale. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to his former position and have and enjoy the same rights as though such notice had not been recorded.

**Covenant No. 7:** That the Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the premises so sold which shall convey to the purchaser all the title of the Trustor in the trust premises, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including counsel fees, in an amount equal to Ten percent (10%) of the amount secured thereby and remaining unpaid, which shall become due upon any default made by Trustor in any of the payment aforesaid; and also such sums, if any, as Trustee or Beneficiary shall have paid, for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the deed of trust; and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by Trustor; and the balance