

APN# 1022-13-001-019

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: Peter Kaltenecker

Address: 2458 Newport Blvd #120

City/State/Zip: Costa Mesa CA 92627

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

E.TOBIAS

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 1st day of May 2023, between Peter Kaltenecker (the "*Trustor*"), whose mailing address is 2458 Newport Blvd, #120, Costa Mesa, CA 92627, 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 Nineteen Thousand Dollars (\$19,000.00), 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 situate 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: Nineteen Thousand Dollars (\$19,000.00); 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: May 1, 2023

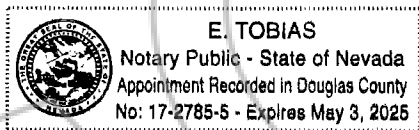
SIGNATURE OF TRUSTOR:

Peter Kaltenecker



STATE OF NEVADA)
 §
DOUGLAS COUNTY)

On May 16, 2023 before me E. TOBIAS, a notary
(Notary Public Name)
public, personally appeared Peter Kaltenecker, 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.


NOTARY PUBLIC

**SCHEDULE A
LEGAL DESCRIPTION**

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

PARCEL 1:

A parcel of land located within a portion of Section 13, Township 10 North, Range 22 East, MDM, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Northwest corner at Lot 30 as shown on the Record of-Survey for Walker River Development Co, Document No 45991 of the Douglas County Recorder's Office, which bears South 00°56'08" West, 859.58 feet from the North 1/4 corner of said Section 13; thence South 74°31'28" East, along the Northerly line of said Lot 30, 247.06 feet; thence South 15°33'54" West, 918.32 feet to a point on the Southerly line of said Lot 30; thence North 71°23'37" West, along said Southerly line, 247.41 feet to the Southwest corner of said Lot 30; thence North 15°33'54" East, along Westerly line of said Lot 30, 904.81 feet to the Point of Beginning.

Reference is hereby made to that certain Record of Survey to Support a Boundary Line Adjustment for Samuel H. Dupuis, filed for record in the office of the Douglas County Recorder, State of Nevada, on March 22, 2006, in Book 0306, Page 7449, File No 670364.

NOTE The above metes and bounds description appeared previously in that certain Boundary Line Adjustment Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on March 22, 2008, in Book 0306, Page 7445 as Document No, 670363 of Official Records.

PARCEL 2:

All that certain lot, piece or parcel or land situate in the County of Douglas, State of Nevada, being all that portion of Section 13 and the East 1/2 of Section 14, Township 10 North, Range 22 East, M.D.B.&M..., described as follows:

Non-exclusive easements for roadway and utility purposes and to provide access to State Route No 3, for the benefit of and appurtenant to the property conveyed hereinabove and shall inure to the benefit of and be used by all persons who may become owners of said land or any parts or portions thereof said easements being 60 feet in width the centerline of which is described as follows:

Commencing at North 1/4 corner of said Section 14; thence South 89°51' East along the North line of said Section 14, a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3, the true point of beginning; thence along said line South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central

angle of 22°30'00" for an arc distance of 196.35 feet, thence South 35°30' East 2287.85 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 29°15' for an arc distance of 255.25 feet, thence South 64°45' East 1559.09 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 49°29'15" for an arc distance of 431.86 feet; thence North 65°45'45" East 1075.22 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 16°40'22" for an arc distance of 145.50 feet; then North 49°05'23" East a distance of 1161.73 feet to the true point of ending.

ALSO

Commencing at North 1/4 corner of said Section 14; thence South 89°51' East along the North line of said Section 14 a distance of 792.53 feet to a point; thence South 13°00' East 104.32 feet to a point on the Southerly right-of-way line of State Route No. 3; thence South 13°00' East 360.80 feet; thence on a curve to the left the tangent of which bears the last described course having a radius of 500 feet through a central angle of 07°04'13" for an arc distance of 61.70 feet to the true point of beginning; thence North 76°34' East 1706.97 feet thence on a curve to the right the tangent of which bears the last described course having a radius of 500 feet through a central angle of 28°59'00" for an arc distance of 129.23 feet; thence South 74°27' East a distance of 3465.80 feet to the true point of ending.

Reference is made to Record of Survey filed in the office of the County Recorder of Douglas County, Nevada on October 10, 1969 under File No, 45991 and the above described easements shown as Bosler Way and Kyle Drive.

Assessment Parcel No. 1022-13-00-019.

Commonly known as 4307 Bosler Way, Wellington, NV 89410

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 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 Nineteen Thousand Dollars (\$19,000.00) 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 or surplus of such proceeds of sale it shall pay to Trustor, his heirs, executors, administrators or assigns.

Covenant No. 8: That in the event of a sale of the premises conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefor under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of the elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary, his heirs and assigns, and any such deed or deeds with such recitals therein shall be effectual and conclusive against Trustor, his heirs and assigns, and all other persons, and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

Covenant No. 9: That the Beneficiary or his assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by the deed of trust or other conveyance in trust, and upon such appointment and a conveyance to such new trustee of the premises so held in trust, the new trustee or trustees shall be vested with all the title, interest, powers, duties and trusts in the premises vested in or conferred upon the original Trustee.

A copy of a resolution of the board of directors of Beneficiary (if Beneficiary be a corporation), certified by the secretary thereof, under its corporate seal, or an instrument executed and acknowledged by the Beneficiary (if the Beneficiary be a natural person), attached to the instrument of assignment or transfer, shall be conclusive proof of the proper appointment of such substituted trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the Beneficiary, and all his acts thereunder shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid in full.

To: Stephen J. Mayfield, Trustee:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the preceding Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated this ____ day of _____, 20__.

Reconveyance issued: _____ by _____.

Delivered to: _____.

Mail Reconveyance to: _____.

