

Loan No.: 11089449 First Property Address: 110 Aspen Way, Stateline, NV, 89449

A.P.N. (s)/TaxID(s): 1319-19-113-023
After recording return to:

Bernard Horton
118 Chota Shores Way
Loudon, TN 37774

Loan Number: 11089449

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS AND FIXTURE FINANCING STATEMENT**

**THIS DOCUMENT DOES NOT CONTAIN ANY PERSONAL INFORMATION (AS DEFINED
IN NEVADA REVISED STATUTES (as amended, "NRS") SECTION 603A.040) IN
VIOLATION OF NRS SECTION 239B.030.**

Note Amount: \$416,000.00 **Property Address(s):** 110 Aspen Way, Stateline, NV, 89449

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH NEVADA
COMMERCIAL CODE**

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents and Leases)
("Security Instrument") is made as of 05/25/2023 between Louis Joseph Hansen Jr and Victoria
Hayes Hansen, husband and wife, as joint tenants with right of survivorship, herein collectively
called "Borrower," whose address is 3959 D Street, Sacramento, CA 95819 and See Exhibit "B",
herein collectively called "Lender," whose address is 8180 E Kaiser Blvd, Anaheim, CA 92808 and
California TD Specialists, A California Corporation, herein called "Trustee."

W I T N E S S E T H :

To secure the payment of a debt described below (the "Debt"), Trustor hereby grants, bargains, conveys,
transfers, and assigns to Trustee, in trust, WITH POWER OF SALE, all of the real property described
in Exhibit "A" attached hereto and located at the street or common addresses shown on Exhibit "A"
(the "Premises") and the buildings, structures, additions, enlargements, lot line adjustment additions,
extensions, modifications, repairs and improvements now or hereafter located thereon (the
"Improvements");

TOGETHER WITH: All right, title, interest and estate of Trustor now owned or hereafter
acquired in the following property, rights, interests, and estates (collectively called the "Mortgaged
Property"):

(a) All easements, rights-of-way, strips of land, streets, alleys, passages, sewer rights, mineral
rights, water rights and powers, and all estates, rights, titles, interests, privileges, tenements,
hereditaments and appurtenances of any nature, in any way belonging, relating or pertaining to the
Premises and the reversion and reversions, remainder and remainders, and all land laying in the bed of
any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line
thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of

courtesy, property, possession, claim and demand, both in law and in equity, of Trustor in the Premises and every part thereof and all appurtenances thereto:

(b) All machinery, furniture, equipment, fixtures, material, appliances and other articles of personal property of every kind owned by Trustor, or in which Trustor has an interest, located upon the Premises, and appurtenances thereto, and usable for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for removal of dust, refuse or garbage, and such machinery, furniture, equipment, fixtures and other articles of personal property which consist of all appliances, awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Premises and Improvements (and all other personal property, either similar or dissimilar to the foregoing usable in the operation of the Premises and Improvements and located in and on it), together with all replacements and substitutions therefor, now owned or hereafter acquired by Trustor and located in or on said Premises and Improvements, together with all materials intended for construction, reconstruction, alteration, and repair of the Improvements (hereinafter collectively called the "Equipment"), together with all condemnation awards and rights under insurance policies and Leases described below pertaining to said Premises or the Improvements now or hereafter located thereon;

(c) All awards or payments, including interest, which may be made as to the Mortgaged Property, whether from the exercise of the right of eminent domain, constructive taking or for any other injury to or decrease in the value of the Mortgaged Property (collectively, "Awards");

(d) All leases and other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property, (the "Leases"), if any, and all rents and security deposits payable under the Leases, and other deposits, issues and profits from the Mortgaged Property (the "Rents"). The assignment of Rents by Borrower pursuant to this Section is subject to the Uniform Assignment of Rents Act (the "Act") codified as NRS Chapter 107A, as amended or recodified from time to time, and in the event of any conflict or inconsistency between the provisions of this Section and the provisions of the Act, the provisions of the Act shall control;

(e) All Policies (as defined herein) and their proceeds thereof and any unearned premiums on any insurance policies covering the Mortgaged Property, including, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property, whether such insurance is or is not required by this Security Instrument;

(f) All utility deposits made to obtain or maintain utility services to the Premises or the Improvements;

(g) Any amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other impositions as to the Mortgaged Property;

(h) The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought as to the Mortgaged Property and to commence any action or proceeding to protect the interest of Trustee and Lender in the Mortgaged Property; and

(i) The products and proceeds of the property described in the above (a) through (h) inclusive.

TO HAVE AND TO HOLD the Mortgaged Property upon and subject to the trusts and agreements set forth in this Security Instrument.

1. Secured Indebtedness. This Security Instrument is given to secure the payment and performance of the following obligations, indebtedness, and liabilities (the "Obligations"): (a) all Obligations of Borrower under the Promissory Note of this date payable to Lender, in the principal amount of **\$416,000.00**, the Loan Agreement of even date therewith as well as any other substituted note

and all modifications, renewals, or extension of the note (collectively, the "Note," and the payee and all subsequent holders of the Note are collectively the "Lender" and the transaction creating the Note is the "Loan"); (b) all Obligations under this Security Instrument as it may be amended from time to time, (c) all present and future loans, advances, or other extensions of credit obtained by Borrower from Lender, and all promissory notes evidencing such present or future loans, advances, or other extensions of credit, including Borrower's Obligations under any present or future loan or credit agreement executed by Borrower, including any other agreement granting additional security interests (collectively, "Other Security Documents"), and all liabilities that Borrower may now or in the future owe to Lender. Collectively the Obligations referred to above are called the "Debt."

Notwithstanding any provision of this Security Instrument to the contrary, in no event shall this Security Instrument secure the Obligations of Borrower or any Guarantor arising exclusively under (i) any guaranty of the same date (the "Guaranty") or (ii) any Environmental Certificate and Indemnity Agreement of the same date, given by Borrower or any other person to Lender (the "Environmental Indemnity"). The definition of "Other Security Documents" shall not include the Guaranty or the Environmental Indemnity.

2. Representations, Warranties and Covenants.

(a) Warranty of Title. Borrower warrants that Borrower has good title to the Mortgaged Property and has the unrestricted right to grant the security interests given in this Security Instrument and that Borrower presently possesses an unencumbered fee simple estate in the Premises and the Improvements except for those shown in the title report for this transaction (the "Permitted Encumbrances"), and that this Security Instrument is and will remain a valid and enforceable lien on and security interest in the Mortgaged Property, subject only to the Permitted Encumbrances. Borrower shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Security Instrument, subject to the Permitted Encumbrances, and shall forever warrant and defend the same to Lender against the claims of all persons.

(b) Representations and Covenants Concerning Loan. Borrower represents, warrants and covenants as follows:

(i) All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use, occupancy and operation of the Mortgaged Property as currently operated (collectively, the "Licenses"), have been obtained and are in good standing (including, without limitation, any applicable liquor license). The Borrower shall keep and maintain all Licenses. The Mortgaged Property is free of material damage and is in good repair, and there is no proceeding pending for the total or partial condemnation of, or affecting, the Mortgaged Property.

(ii) All of the Improvements which were included in determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property, and no easements or other encumbrances upon the Premises encroach upon any of the Improvements, so as to affect the value or marketability of the Mortgaged Property except those which are insured against by the Lender's policy of mortgagee's title insurance insuring the lien of this Security Instrument. All of the Improvements comply with all material requirements of any applicable zoning and subdivision laws and ordinances.

(iii) The Mortgaged Property is not subject to any Leases other than the Leases described in the rent roll delivered to Lender in connection with this Security Instrument. No person has any possessory interest in the Mortgaged Property or right to occupy the same except under and pursuant to the provisions of the Leases. The current Leases are good standing.

(iv) The Mortgaged Property is and shall at all times remain in compliance with all statutes, ordinances, regulations and other governmental or quasi-governmental requirements and private covenants now or in the future relating to the ownership, construction, use or operation of the Mortgaged Property.

(v) There has not been committed by Borrower or, to Borrower's knowledge, any other person in occupancy of or involved with the operation or use of the Mortgaged Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of Borrower's obligations under this Security Instrument or any of the Other Security Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture.

(vi) Neither the execution and delivery of the Note, this Security Instrument, or the Other Security Documents, nor the Borrower's performance thereunder, nor the recordation of this Security Instrument, nor the exercise of any remedies by Lender, will adversely affect Borrower's rights under any of the Licenses.

(c) Survival. The warranties of this Paragraph will survive foreclosure or enforcement of this Security Instrument and shall run with the Premises.

3. Insurance.

(a) Risks to be Insured and Policy Provisions. Subject to the provisions of Paragraph 5 hereof, Borrower, at its sole cost and expense, will maintain or cause to be maintained the following:

(i) Commercial general liability (including contractual liability) insurance ("CGL Insurance") covering any and all liability of the insured arising out of the ownership, maintenance, use or occupancy of the Mortgaged Property, and all operations incidental thereto said insurance to have limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability;

(ii) Insurance ("Building Insurance") on all buildings, fixtures and improvements located on the Mortgaged Property against "special perils" (including "ordinance or law coverage"), in amounts at least equal to the greater of: (x) the full replacement cost thereof (without deduction for depreciation) as such replacement cost shall be determined from time to time at the reasonable request of Lender; or (y) unless prohibited by law, the unpaid principal amount of the Debt. The Building Insurance shall include a co-insurance waiver or agreed amount endorsement. Such insurance shall, during the course of any construction of additions to the Improvements, be on Special Form Builder's Risk 100% Completed Value Non-Reporting Form or other form approved by Lender;

(iii) Insurance on personal property against fire and any peril generally included within the classification of "extended coverage" ("Personal Property Insurance") in amounts at least equal to the replacement value thereof;

(iv) If and whenever Borrower shall have employees, workers' compensation insurance as required by law and employer's liability insurance with limits of liability of not less than \$100,000/\$500,000/\$100,000;

(v) If the Mortgaged Property is located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the "Act"), Borrower shall keep the Mortgaged Property covered by flood insurance ("Flood Insurance") up to the maximum limit of coverage available under the Act, but not in excess of the amount of the Debt; and

(vi) Such other insurance with respect to the Mortgaged Property in such amounts and against such insurable hazards as Lender from time to time may reasonably require (“**Additionally Required Insurance**”).

All insurance required hereunder, including the CGL Insurance (the “**Policies**”), shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days’ written notice of such revision, cancellation or reduction shall have been given to Lender; be issued by insurance companies which are qualified to do business in the State, which have at least one of the following A.M. Best Co. combinations of Best’s Rating and Best Financial Size Category: A-, XV; A, XIII; A+, IX; or A++, VIII; and which are satisfactory to Lender in all other ways.

The CGL Insurance shall name Lender as an additional insured; apply severally as to Borrower and Lender (excepting the limits of liability); cover each of them as insureds in the same manner as if separate policies had been issued to each of them (excepting the limits of liability); contain no provisions affecting any rights which any of them would have as claimants if not so named as insureds; and be primary insurance with any other valid and collectible insurance available to Lender constituting excess insurance.

The Building Insurance, Personal Property Insurance and Flood Insurance shall name Lender as an additional insured; and have attached to them a Lender’s Loss Payable Endorsement naming Lender as Lender, a standard waiver of subrogation endorsement, a stipulated amount endorsement, and a full replacement cost endorsement.

(b) Delivery of Policy. Borrower will deliver to Lender original binders or evidence of all required insurance to Lender and Borrower shall promptly furnish to Lender copies of all renewal notices and all receipts of paid premiums received by it. At least ten (10) days prior to the expiration date of a required policy, Borrower shall deliver to Lender a renewal binder or evidence of insurance in a form satisfactory to Lender.

(c) Assignment of Policy. If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the rights of Borrower to the Policies and the unearned premiums on them and to the proceeds resulting from any damage to Mortgaged Property prior to such sale or acquisition.

(d) Notice of Damage or Destruction; Adjusting Loss. If any part of the Mortgaged Property is damaged or destroyed by fire or other casualty, Borrower will promptly give written notice thereof to the insurance carrier and Lender, and will not adjust any damage or loss which exceeds \$10,000 unless Lender joins in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence and if an Event of Default exists at the end of such four-month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In connection therewith, Borrower does hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any of the above in the name of Borrower.

(e) Application of Insurance Proceeds. All sums in excess of \$10,000 paid under any insurance policies relating to the Building Insurance, Personal Property Insurance, Flood Insurance or Additionally Required Insurance (collectively the “**Proceeds**”), shall be paid to Lender which may, at its option (but subject to the provisions of this Paragraph), apply them, after first deducting Lender’s expenses incurred in the collection thereof, to the payment of the Debt, whether or not due and in such order of application as Lender may determine, or to the repair, replacement, rebuilding or restoration of the Mortgaged Property, in such manner as Lender may determine. However, Lender shall make all Proceeds (after first deducting therefrom Lender’s reasonable expenses incurred in collecting them)

available to Borrower to reimburse Borrower for Borrower's reasonable costs of restoration, repair, replacement or rebuilding of the Improvements and Equipment, in accordance with procedures reasonably required by Lender (and shall not be applied toward the payment of the Debt until after restoration and repair of the Improvements and Equipment) provided:

- (i) There is no Event of Default;
- (ii) Borrower has notified Lender of Borrower's intention to perform such restoration or repair within thirty (30) days after adjusting the loss or casualty;
- (iii) Lender receives reasonably satisfactory evidence that the Premises and Equipment have been fully restored or that by application of the Proceeds will be fully restored to their condition prior to the damage or destruction, free and clear of all liens other than the Permitted Encumbrances;
- (iv) If, in the reasonable judgment of Lender, the Proceeds will be insufficient to restore the Improvements and Equipment to their condition prior to the damage or destruction, Borrower shall demonstrate to Lender the availability of funds which, together with the Proceeds, are sufficient to restore the Improvements and Equipment to their condition prior to the damage or destruction; and
- (v) There will, in the reasonable judgment of Lender, remain sufficient time to complete the restoration or repair of the Improvements and Equipment prior to the Date of Maturity (as defined in the Note).

Any Proceeds remaining after reimbursement of Borrower for its costs of restoring the Improvements and Equipment, at Lender's option, may be applied to partial prepayment of the Debt. Any such application of the Proceeds to the payment of the Debt shall be without prepayment premium or charge, if any, otherwise applicable and shall not extend or postpone the due dates of the monthly installments under the Note or change the amount of such installments. Any remaining proceeds not applied to the Debt shall be paid to Borrower.

4. Payment of Impositions. Subject to the payments in the manner provided in Paragraph 5 hereof and to Paragraph 8 relating to contests, Borrower shall pay when due all taxes (both real and personal), assessments, water charges, sewer charges, ground rents, maintenance charges and all other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed or imposed against the Mortgaged Property (the "Impositions"). Borrower will deliver to Lender, upon request, evidence satisfactory to Lender that the Impositions are not delinquent. Borrower shall not permit and shall promptly cause to be discharged any lien or charge which becomes a lien or charge against the Mortgaged Property, and shall promptly pay for all utility services provided to the Mortgaged Property.

5. Escrow Fund. At the option of the Lender, Lender may require Borrower to establish an Escrow Fund (defined below) sufficient to pay all Impositions and all insurance premiums for all Policies (the "Insurance Premiums") pursuant to this Security Instrument. Initial deposits of Impositions and Insurance Premiums shall be made by Borrower to Lender in amounts determined by Lender in its discretion on the date hereof to be held by Lender or its agent, in escrow. Additionally, Borrower shall pay to Lender on the first day of each calendar month one-twelfth of an amount which would be sufficient to pay the Impositions and Insurance Premiums upon the due dates for them (the initial deposits and the amounts referred to in the previous sentence shall be called the "Escrow Fund"). Borrower agrees to notify Lender immediately of any changes to the amounts, schedules and instructions for payment of any Impositions and Insurance Premiums and authorizes Lender or its agent to obtain the bills for Impositions directly from the appropriate tax or insurance authority. The Escrow Fund and the payments of interest or principal or both under the Note shall be added and paid together. Provided

there are sufficient amounts in the Escrow Fund and no Event of Default exists, Lender shall pay the Impositions and Insurance Premiums when due with funds from the Escrow Fund. If the Escrow Fund is insufficient to pay the items set forth above, Borrower shall pay, upon demand, to Lender, any shortage. Unless otherwise required by applicable law, no earnings or interest on the Escrow Fund shall be payable to Borrower.

6. Liens. Subject to Paragraph 8 hereof relating to contests, the Borrower shall not create or permit any lien, encumbrance or charge on the Mortgaged Property inferior to the lien of this Security Instrument including Property Assessed Clean Energy ("PACE") or Home Energy Renovation Opportunity ("HERO"), liens or assessments. Borrower shall pay, when due, the claims of: (i) all persons supplying labor or materials to or in connection with the Mortgaged Property; and (ii) registered or certified surveyors or engineers, or licensed architects, or their professional consultants supplying professional services in connection with the Mortgaged Property.

7. Compliance with Laws. Subject to Paragraph 8 relating to contests, Borrower shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof and shall comply with all covenants, conditions and restrictions applicable to the Borrower which are contained in any documents constituting a Permitted Encumbrance.

8. Permitted Contests. The Borrower shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 4, (ii) discharge or remove any lien, encumbrance or charge referred to in Paragraph 6, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in Paragraph 7, if Borrower (a) contests, in good faith, the existence, the amount or the validity of the item, and (b) shall give such security to Lender as may be reasonably demanded by Lender to ensure compliance with the foregoing provisions of this Paragraph. Borrower shall give prompt written notice to Lender of the commencement of any contest referred to in this Paragraph.

9. Condemnation.

(a) Immediately upon receipt by Borrower of notice of the institution of any proceeding or negotiations for condemnation or other eminent domain proceeding (called "Taking"), Borrower shall give notice thereof to Trustee and Lender. Trustee and Lender may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. Borrower, notwithstanding that Trustee and Lender may not be a party to any such proceeding, will promptly give to Trustee and Lender copies of all notices, pleadings, judgments, determinations and other papers received by Borrower therein. Borrower will not enter into any agreement permitting or consenting to the taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, unless Lender has first consented thereto in writing, which consent shall not be unreasonably withheld or delayed. All Taking awards shall be adjusted jointly by Borrower and Lender. All awards payable as a result of a Taking which exceed \$10,000 shall be paid to Lender. Lender may, at its option, apply the proceeds, after first deducting its expenses incurred in the collection of them, to the payment of the Debt, whether or not due and in such order of application as Lender may determine, or to the repair, replacement, rebuilding or restoration of the Mortgaged Property, in such manner as Lender may determine; provided, however, that any such application of any award payable as a result of a Taking, to the payment of the Debt, shall be without prepayment premium or charge.

(b) All Awards that exceed \$10,000 shall be paid to Lender. Lender shall make all Awards (after first deducting Lender's expenses to collecting the Award) available to Borrower to reimburse Borrower for its reasonable costs of restoration, repair, replacement or rebuilding of the Improvements; subject, however to conditions substantially similar to the conditions imposed under the terms of Paragraph 3(e) above, relating to the use of Proceeds. Any excess portion of any Award shall

applied to partial prepayment of the Debt, without prepayment premium or charge and shall not extend or postpone the due dates of monthly payments.

10. Leases and Rents. Borrower agrees that Lender has the right to enter the Mortgaged Property for the purpose of enforcing its interest in the Leases and the Rents. Nevertheless, subject to the terms of this Paragraph, Lender grants Borrower a limited license to collect the Rents. Borrower shall hold the Rents, or that portion thereof sufficient to discharge all current sums due and unpaid by Borrower under the terms of the Note, whichever is less, in trust for use in the payment of the Debt.

Upon the occurrence of an Event of Default, Borrower's limited license to collect Rents shall automatically terminate, and any rents previously collected and in Borrower's possession shall thereafter be held in trust for payment of the Debt. Lender may enter upon the Mortgaged Property, collect and retain the Rents and apply the Rents toward payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. All Major Tenant Leases (as defined below) entered into subsequent to the date hereof shall be approved, in writing, by Lender. Upon request, Borrower shall furnish Lender with executed copies of all Leases. In addition, all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates (taking into account reasonable free-rent periods or other promotional discounts consistent with local market conditions) and shall be arm's length transactions. All Leases shall provide that they are subordinate to this Security Instrument, and that the lessee attorns to Lender. Borrower shall not, without the consent of Lender, cancel any Major Tenant Lease or accept prepayments of installments of Rent under a Major Tenant Lease for a period of more than one (1) month in advance or further assign the whole or any part of the Leases or the Rents. Borrower shall perform each provision of every Lease. All security and other deposits received by Borrower under any Lease shall be maintained in a separate account at a bank, and shall not be commingled with Borrower's other funds. If an Event of Default occurs, Lender, at its option, may require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair rental value for the portion of the Mortgaged Property possessed by Borrower and may require Borrower to surrender possession of the Mortgaged Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. For purposes of this Paragraph, a "Major Tenant Lease" shall mean any Lease under which the tenant occupies at least 5,000 square feet of the Premises, or which is for a term of at least 10 years, or which otherwise represents at least 25% of the sum total of the Rent under all Leases of the Mortgaged Property.

11. Preservation and Maintenance of Mortgaged Property. Borrower (i) shall keep the Improvements now or hereafter erected on the Premises in safe and good repair and condition, ordinary depreciation excepted; (ii) shall, upon damage or destruction of the Mortgaged Property or any part thereof by fire or other casualty, restore, repair, replace or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purpose; provided, however, that if Lender shall apply all the insurance proceeds or any portion thereof to payment of the Debt, Borrower shall have the option, in lieu of completing such repair, replacement, rebuilding or restoration, to pay in full the Note and the entire Debt without payment of a premium or penalty; (iii) shall constantly maintain the parking and landscaped areas of the Mortgaged Property; (iv) shall not commit waste or permit impairment or deterioration of the Mortgaged Property; (v) shall not construct additions to existing buildings or additional buildings on the Premises without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed; (vi) shall not remove from the Premises any of the fixtures and personal property included in the Mortgaged Property unless the same is immediately replaced with property of at least equal value and utility, and this Security Instrument becomes a valid first lien on such property; and (vii) shall maintain the roofs of the Improvements in safe, sound and good repair and condition.

12. Transfer or Encumbrances of the Mortgaged Property. If all, or any part, of the Mortgaged Property, or any interest therein, is sold, conveyed, alienated, transferred or encumbered (or if a beneficial interest in Borrower is sold, transferred or encumbered and Borrower is not a natural person), whether voluntary or involuntarily, without Lender's prior written consent, which Lender may withhold in its sole and absolute discretion, Lender shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

13. Estoppel Certificates. After request by Lender, Borrower, within 10 days and at its expense, will furnish the Lender with a statement, duly certified, confirming or otherwise setting forth the original principal amount of the Note, the unpaid principal amount of the Note, the rate of interest on the unpaid principal amount of the Note, the dates installments of interest (or any principal) were last paid, the offsets or defenses to the payment of the Debt, if any, and that the Note and this Security Instrument are valid, legal and binding obligations and have not been modified or, if modified, giving particulars on such modification.

14. Notices. Any notice, demand, statement, request, or consent made under this Security Instrument shall be in writing and shall be deemed given when hand delivered, or within 3 days after the date sent by certified mail, return receipt requested, or the next business day after the date sent by nationally recognized overnight mail or courier service to the address, as set forth above, of the party to whom such notice is to be given, or to such other address as Borrower, Trustee or Lender, as the case may be, shall in like manner designate in writing.

Borrower hereby requests that, unless otherwise prescribed by law, a copy of any notice of default or notice of sale pursuant to the nonjudicial foreclosure of this Security Instrument be mailed to Borrower at the mailing address set forth in the preamble above.

15. Sale of Mortgaged Property. If this Security Instrument is foreclosed, the Mortgaged Property, or any interest therein, may at the discretion of Lender be sold in one or more parcels or in several interests or portions and in any order or manner as may be permitted by applicable law.

16. Right of Entry. Lender and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times upon notice to Borrower.

17. Books and Records. Borrower shall keep adequate books and records of account and furnish Lender with financial statements prepared by a certified public accountant reasonably acceptable to Lender, and other information concerning the affairs of Borrower as Lender may reasonably request, in form and detail reasonably satisfactory to Lender, including, annual statements of income and expense related to the operation of the Mortgaged Property (including a current rent roll, gross rental income, other income, real estate taxes, insurance, operating expenses and depreciation), a copy of Borrower's federal income tax return (including all supporting schedules) within 90 days after the end of each fiscal year, and from time to time, interim financial statements and other information as reasonably requested by Lender. All such financial statements, and other information shall be certified to be true and accurate by an individual responsible for the financial affairs of Borrower, in such individual's individual capacity. In the event that such financial statements and other information are not furnished to Lender by Borrower, or, if furnished, are not in a form reasonably acceptable to Lender, Lender may, in addition to any other remedies which Lender has under this Security Instrument, the Note, or any of the Other Security Documents, audit the books and records of Borrower, and any expense of the audit shall be

added to the Debt. Immediately upon the appointment of a receiver of the Mortgaged Property by a court of competent jurisdiction, Borrower shall deliver all books and records or other documents required to be maintained under the terms of this section to such receiver.

18. Performance of Other Agreements. Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

19. Events of Default. Any one or more of the following events shall be an event of default (an "Event of Default") under this Security Instrument:

- (a) If any payment under the Note is not paid within any grace period in the Note, or if any other monetary or non-monetary obligation of Borrower to Lender the Note, this Security Instrument or the Other Security Documents is not paid or performed within the due date and any specified grace period;
- (b) If any of the Impositions is not paid before it becomes delinquent;
- (c) If the Policies are not kept in good standing;
- (d) If Borrower does not comply with the provisions of Paragraph 12 of this Security Instrument;
- (e) If any representation or warranty of Borrower, or of any person guaranteeing or otherwise liable for payment of the Debt (a "Guarantor") or in any such Guaranty, or in any certificate, report, financial statement or other instrument furnished in connection with the making of the Note, this Security Instrument, or any such Guaranty, shall be false or misleading in any material respect and the inaccuracy is not cured to the reasonable satisfaction of Lender, within fifteen (15) days after written notice from Lender to Borrower provided, however, that if the default is of a kind that it cannot be cured within 15 days, then Borrower shall not be in default if Borrower commences curing the default within a reasonable time and diligently completes the cure within a reasonable time, but not more than 60 days after the date of the original written notice;
- (f) If Borrower or any Guarantor makes an assignment for the benefit of creditors;
- (g) If a receiver, liquidator or trustee of Borrower or of any Guarantor shall be appointed or if Borrower or any Guarantor is adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, is filed by or against Borrower or any Guarantor, or if any proceeding for the dissolution or liquidation of Borrower or of any Guarantor is instituted and, if such appointment, adjudication, petition or proceeding was involuntary, if it is not discharged, stayed or dismissed within thirty (30) days or if Borrower is generally not paying its debts as they become due; or
- (h) If Borrower defaults under any other mortgage, deed of trust or security agreement covering any part of the Mortgaged Property whether it be superior or inferior to the lien of this Security Instrument, and if such default is not cured within any applicable cure or grace period; or
- (i) If the Mortgaged Property is subjected (i) to any lien which is superior to the lien of this Security Instrument such as a PACE or HERO obligation, loans, liens or assessments, other than a lien for ordinary local real estate taxes and assessments not yet delinquent and any Permitted Encumbrances, or (ii) to any mechanic's, materialmen's,

construction, or other lien which is superior to the lien of this Security Instrument and such lien remains undischarged for thirty (30) days;

- (j) If this Security Instrument is junior to one or more existing encumbrances of record, if Borrower fails to provide Lender, upon request satisfactory evidence that all senior encumbrances are current;
- (k) If Borrower is a natural person, occupancy of the Mortgaged Property;
- (l) Any breach of the Loan Agreement;

If one or more of the Events of Default occurs, the Debt shall include interest on the Debt at the Default Rate as defined in the Note upon any unpaid portion of the Debt and the entire Debt shall become immediately due and payable at the option of the Lender, without further notice or demand; and, in addition, whether or not Lender exercises its option, it may exercise all rights and remedies available to it under the law, including the following:

(1) Lender may enter upon, take immediate possession of, manage, and operate the Mortgaged Property or any part thereof, make repairs and alterations and do any acts that Lender deems reasonable to protect the security of the Security Instrument, including remedies contained in any of the Other Security Documents; and either with or without taking possession, in its own name, collect the rents, issues and profits, including those past due and unpaid, and apply the rents, less costs and expenses of operation and collection, including reasonable attorneys' fees and the Lender's costs, upon the Debt and in such order as Lender determines. If Lender requests, Borrower shall assemble and make available to Lender at the Premises any of the Mortgaged Property that has been removed. None of the foregoing actions shall cure or waive any Event of Default and Lender shall be entitled to exercise every remedy allowed in this Security Instrument or by law after an Event of Default.

(2) Lender shall be entitled to the immediate ex parte appointment of a receiver, without notice, to take possession of and protect the Mortgaged Property and to operate it and collect the rents, issues and profits from it.

(3) Lender may bring sue to foreclose this Security Instrument or to enforce any of its provisions.

(4) Lender shall execute or cause Trustee to execute a written notice of the occurrence of an Event of Default and of Lender's election to cause the Mortgaged Property to be sold and shall cause such notice to be recorded in each county in which the Mortgaged Property is located. Trustee may, and upon Lender's request, elect to sell the Mortgaged Property or its parts as follows:

(i) Trustee may proceed as if all of the Mortgaged Property were real property in accordance with subparagraph (iv) below, or Trustee may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the Premises without causing structural damage thereto as if the same were personal property and dispose of the same in accordance with subparagraph (iii) below, separate from the sale of real property, the remainder of the Mortgaged Property being treated as real property.

(ii) Trustee may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, provided in this Security Instrument or the Note, or Trustee may delay any such sale or other disposition as Trustee deems to be in its best interest. If Trustee conducts more than one sale, Trustee may, at its option, cause the sales to be conducted simultaneously, or successively on the same day, or at different days or times and in such order as Trustee may deem to be in its best interest.

(iii) If Trustee elects to dispose of personal property as permitted in subparagraph (i) above, it or Lender may dispose of any part thereof in any manner permitted by

Article 9 of the Nevada Commercial Code. Both Borrower and Lender shall be eligible to purchase any part of such property at any sale. Any such disposition may be either public or private, as Trustee or Lender may so elect, subject to the provisions of the Nevada Commercial Code. Trustee or Lender shall give Borrower at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property, and if such notice is sent to Borrower at the address above, it shall constitute reasonable notice to Borrower.

(iv) If Trustee elects to sell the Mortgaged Property which is real property or which it has elected to treat as real property, upon such election, Trustee shall give such Notice of Default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such Notice of Sale as may then be required by law, Trustee, at the time and location requirements specified by the Notice of Sale (which location shall be in the county in which the Mortgaged Property is located), shall sell such Mortgaged Property, or any portion thereof specified by Trustee, at public auction to the highest bidder for cash in lawful money of the United States. Trustee may, and upon request of Lender shall, from time to time, postpone the sale by public announcement at the time and place noticed for the sale. If the Mortgaged Property consists of several lots or parcels, Trustee may designate the order in which such lots or parcels are offered for sale or sold. Any person, including Borrower, Trustee, or Lender may purchase at the sale. Within a reasonable time after the sale, the Trustee shall execute and deliver to the purchaser, a deed conveying the property so sold, but without any covenant or warranty, express or implied, after which the purchaser shall be entitled to immediate possession.

(v) Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, for itself and all who may claim by, through, or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law.

(vi) This instrument shall be effective as a mortgage as well as a deed of trust and if an Event of Default occurs, may be foreclosed as to any of Mortgaged Property in any manner permitted by the laws of the State, and any foreclosure suit may be brought by the Trustee or by the Lender. In a foreclosure is commenced by the then Trustee, the Lender may at any time before the sale of the Mortgaged Property direct the Trustee to abandon the sale, and may then institute or complete a suit for the collection of the Note and the other Debt, and for judicial foreclosure of this Security Instrument. It is agreed that if the Lender institute a suit for the collection of the Note or any other Debt and for the judicial foreclosure of this Security Instrument, the Lender may at any time before the entry of a final judgment in said suit dismiss it, and require the Trustee to sell the Mortgaged Property under the provisions of this Security Instrument.

(vii) The recital of facts, such as default, the giving of Notice of Default, and Notice of Sale, terms of sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition in a trustee's deed or other conveyance, shall be conclusive proof of the truth of those facts and conclusive against all persons.

(viii) The proceeds of any sale or disposition, together with any other sums which then may be held by Trustee or Lender, shall be applied as follows: FIRST, to the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Lender's costs and the actual cost of publishing, recording, mailing and posting notice; SECOND, to the cost of any search or other policy of title procured in connection with the sale, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; THIRD, to the payment of all amounts secured by this Security Instrument, the Note and the Other Security Documents, and all other sums due Lender from Borrower; FOURTH, to all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto in the order of their priority.

Without limiting the generality of the foregoing, Trustee is expressly authorized to conduct a "unified sale" under the Nevada Commercial Code.

Any payment of the principal amount of Debt subsequent to the entire amount of the Debt becoming immediately due and payable under the terms of this Paragraph shall be deemed a prepayment of such principal amount subject to liquidated damages as specified under the terms of the Note.

The Lender shall have the right to become the purchaser at any sale held by any Trustee or by any receiver or public officer, and Lender shall have the right to credit upon the amount of the bid made, to the extent necessary to satisfy such bid, the Debt owing to Lender, or if Lender holds less than all of such indebtedness the pro rata part owing to Lender, accounting to all other beneficiaries or noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Lender or noteholder.

The Trustee may be removed at any time with or without cause by an instrument in writing executed by the Lender, or if there is more than one Lender, by a writing executed by a majority in ownership of the Beneficiaries. In case of the death, resignation, removal or disqualification of the Trustee or if for any reason the Lender shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named Trustee or any substitute or successor trustee, then the Lender shall have the right and hereby is authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by the Lender and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Debt finally has been paid in full or until the Mortgaged Property is sold. Without conveyance of the Mortgaged Property, each successor trustee shall succeed to all the title, power and All references herein to the Trustee shall refer to the Trustee from time to time acting hereunder.

20. Right to Cure Defaults. If an Event of Default occurs, Lender may, but is not required to, and without notice to or demand on Borrower and without releasing Borrower from any obligation, make or do the same in such manner and to such extent as Lender may deem necessary or advisable to protect the security hereof. Lender is authorized to enter upon the Mortgaged Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including attorneys' fees and expenses) with interest as provided in this Paragraph, shall be due upon demand from Lender to Borrower. All such costs and expenses incurred by Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall be paid at the Default Rate as stated and defined in the Note and secured by this Security Instrument.

21. Non-Waiver. Lender's failure to insist upon strict performance of a term of this Security Instrument shall not be a waiver of any term of this Security Instrument. Borrower shall not be relieved of its obligations because (i) Lender fails to comply with any request of Borrower or any Guarantor to take any action to foreclose this Security Instrument or otherwise enforce any of its provisions or of the Note or Other Security Documents, (ii) any part of the Mortgaged Property is

released or substituted, or (iii) Borrower or Lender extend the time of payment or otherwise modify or supplement the terms of the Note, this Security Instrument or the Other Security Documents. Lender may resort to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision to the exclusion of other provisions.

22. **Liability.** If Borrower consists of more than one person as individuals or as partners, the obligations and liabilities of each such person hereunder shall be joint and several.

23. **Security Agreement.** This Security Instrument is both a real property deed of trust and a "security agreement" within the meaning of the Nevada Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Mortgaged Property. BORROWER HEREBY GRANTS TO LENDER, AS SECURITY FOR THE DEBT, A SECURITY INTEREST IN THE MORTGAGED PROPERTY TO THE FULL EXTENT THAT THE MORTGAGED PROPERTY MAY BE SUBJECT TO THE NEVADA COMMERCIAL CODE OR THE UNIFORM COMMERCIAL CODE OF ANY OTHER STATE OR STATES WHERE THE MORTGAGED PROPERTY IS SITUATED (said portion of the Mortgaged Property so subject to a Commercial Code being called in this Paragraph the "Collateral"). If an Event of Default occurs, Lender shall have and may exercise immediately and without demand, all rights and remedies granted to a secured party upon default under the Nevada Commercial Code, including, the right to take possession of the Collateral, and to take such other measures as Lender may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. Borrower shall pay to Lender on demand any expenses, including attorneys' fees and expenses, incurred by Lender in protecting its interest in the Collateral and in enforcing its rights to the Collateral. Any notice of sale, disposition or other intended action by Lender as to the Collateral sent to Borrower at least ten (10) days prior to such action, shall constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral may be applied by Lender to the payment of the Debt in the priority and proportions as Lender in its discretion shall deem proper.

24. **Fixture Filing.** From the date of its recording, this Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or become fixtures related to the real estate described in this Security Instrument. For this purpose, the following information is set forth:

- (a) Name and address of Debtor:
Louis Joseph Hansen Jr,
3959 D Street, Sacramento, CA 95819
- (b) Name and Address of Secured Party:
See Exhibit "B"
8180 E Kaiser Blvd, Anaheim, CA 92808
- (c) This document covers goods that are or are to become fixtures.
- (d) Description of Real Estate: See Exhibit "A."
- (e) Owner of Record of Real Estate: Debtor.
- (f) This Financing Statement covers Proceeds.
- (g) Products of the Collateral are also covered.

25. Authority. Borrower has full power, authority and legal right to execute this Security Instrument, and to create the security interest in the Mortgaged Property contained in this Security Instrument and to keep and observe all of the terms of this Security Instrument.

26. Actions and Proceedings. Trustee and Lender have the right to appear in and defend any action or proceeding affecting the Mortgaged Property and to bring any action or proceeding, in the name of Borrower, which Trustee and Lender, in their discretion, decide should be brought to protect their interests in the Mortgaged Property. Trustee and Lender shall, at their option, be subrogated to the lien of any mortgage, deed of trust, or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the payment of the Debt.

27. Inapplicable Provisions. Whenever possible, each provision of this Security Instrument shall be interpreted as effective and valid under applicable law, but if any provision of this Security Instrument is prohibited or invalid, it shall be ineffective to the extent necessary to make the remaining provisions valid.

28. Duplicate Originals. This Security Instrument may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be one and the same instrument.

29. Certain Definitions. Words used in this Security Instrument in singular or plural form shall include the other, and the word "Borrower" shall mean "each Borrower or any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Trustee" shall mean "Trustee and any successor trustee appointed by Lender according to law," the word "Lender" shall mean "Lender or any subsequent holder of the Note or any part thereof or any of the Debt," and the word "Note" shall mean "the Note or any other evidence of indebtedness secured by this Security Instrument," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest in it, and the word "Debt" shall mean the principal balance of the Note with interest as provided in the Note and this Security Instrument and all other indebtedness, obligations, and liabilities due pursuant to the Note, this Security Instrument, or the Other Security Documents; whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

30. No Oral Change. This Security Instrument may not be modified, amended, changed, discharged, waived or terminated orally, but only by a writing signed by the person against whom the enforcement of the modification, amendment, change, waiver, discharge or termination is sought.

31. WAIVERS. TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR CONNECTED WITH THIS SECURITY INSTRUMENT OR THE DEBT.

32. Further Acts, Etc. Borrower will, at its cost, do, execute, acknowledge and deliver all other acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall require for to facilitate the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument and, on demand, will execute and deliver any financing statement, chattel mortgages or comparable security instruments, to evidence more effectively the lien upon the Mortgaged Property.

33. Headings, Etc. The headings and captions of various paragraphs of this Security Instrument are for convenience of reference only and are not to be considered as affecting the contents of the paragraphs.

34. Filings of Security Instrument, Etc. Borrower shall pay all filing, registration or recording fees and all attorneys' fees, commissions, and expenses for the preparation, execution and acknowledgment of the Note, this Security Instrument, and the Other Security Documents.

35. Usury Laws. No terms of this Security Instrument, the Note, or any of the Other Security Documents, shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the Maximum Rate (as such term is defined in the Note). The Borrower shall never be required to pay interest at a rate in excess of the Maximum Rate. The provisions of this Paragraph shall control over all other provisions of any other instrument executed in connection herewith or executed to secure the Debt that is in apparent conflict with this Paragraph. If Lender collects monies that are deemed to be interest that would increase the effective interest rate on the Note to a rate in excess of the Maximum Rate, all such excessive sums shall be applied to the reduction of the unpaid principal balance and not to the payment of interest, and if a surplus remains after full payment of principal and lawful interest, the surplus shall be refunded to Borrower in cash and Borrower hereby agrees to accept such refund.

36. INDEMNIFICATION. BORROWER SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS TRUSTEE AND LENDER FROM ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST TRUSTEE OR LENDER BECAUSE OF (A) FRAUD OR MATERIAL MISREPRESENTATION BY OR ON BEHALF OF THE BORROWER; (B) ANY FAILURE ON THE PART OF BORROWER TO PERFORM OR COMPLY WITH ANY OF THE TERMS OF THIS SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS; (C) OWNERSHIP OF THE MORTGAGED PROPERTY OR ANY INTEREST IN IT OR THE RECEIPT OF ANY RENTS; (D) ANY ACCIDENT, INJURY TO OR DEATH OF PERSONS OR LOSS OF OR DAMAGE TO PROPERTY OCCURRING IN, ON OR ABOUT THE MORTGAGED PROPERTY; (E) ANY USE, NONUSE OR CONDITION IN, ON OR ABOUT THE MORTGAGED PROPERTY OR ANY PART THEREOF; OR (F) PERFORMANCE OF ANY LABOR OR SERVICES OR THE FURNISHING OF ANY MATERIALS OR OTHER PROPERTY TO THE MORTGAGED PROPERTY, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE LENDER OR INDIVIDUALS OR ENTITIES ACTING AS THE AGENTS OR EMPLOYEES OF LENDER. HOWEVER, SUCH INDEMNITY SHALL NOT APPLY TO MATTERS CAUSED BY OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRUSTEE OR LENDER, OR ANY OF ITS AGENTS, OR AS TO LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS AND EXPENSES BASED SOLELY ON FACTS OR CIRCUMSTANCES OCCURRING ONLY SUBSEQUENT TO SUCH TIME, IF ANY, THAT LENDER BECOMES THE OWNER OF THE MORTGAGED PROPERTY BY WAY OF FORECLOSURE OF THE LIEN OF THE SECURITY INSTRUMENT, DEED IN LIEU OF SUCH FORECLOSURE, OR OTHERWISE. ANY AMOUNT PAYABLE TO TRUSTEE OR LENDER BECAUSE OF THE APPLICATION OF THIS PARAGRAPH SHALL BECOME IMMEDIATELY DUE AND PAYABLE UPON DEMAND BY LENDER, AND SHALL BEAR INTEREST AT THE DEFAULT RATE, AS STATED AND DEFINED IN THE NOTE, FROM THE DATE OF SUCH DEMAND. THE OBLIGATIONS OF BORROWER UNDER THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OR SATISFACTION OF THIS SECURITY INSTRUMENT.

37. Reconveyance of Mortgaged Property. Upon payment of all sums secured by this Security Instrument, the Trustee shall reconvey all of the Mortgaged Property to the person or persons entitled to such reconveyance.

38. Governing Law. This Security Instrument shall be governed and construed under Nevada law.

39. Duties and Obligations of Trustee. Borrower agrees that: (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Security Instrument and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Security Instrument, and no implied covenants or obligations shall be imposed upon Trustee; (b) no provision of this Security Instrument shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties, or in the exercise of any of its rights or powers, if it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured of it; (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any actions taken by it in good faith and in reliance upon the advice; (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Security Instrument.

Trustee shall have the right, at its sole option and from time to time, to substitute one or more trustees for the Trustee named above, without notice to Borrower. In the event there shall be more than one trustee, either trustee may act hereunder.

40. Request for Notice of Default and Notice of Sale. Borrower hereby requests that a copy of any notice of default and of any notice of sale pursuant to the nonjudicial foreclosure of this Security Instrument be mailed to Borrower at the mailing address set forth in the preamble above.

41. Majority Action Rule.

(a) If there is more than one Lender of this Security Instrument, then the Beneficiaries holding more than 50% of the recorded beneficial interests of this Security Instrument may govern the actions to be taken on behalf of all Beneficiaries in the Event of Default or foreclosure for matters that require direction or approval of the Beneficiaries, including: i) designation of the broker, servicing agent, and/or other person acting on behalf of the Beneficiaries; and ii) the sale, encumbrance, or lease of the Mortgaged Property owned by the Beneficiaries resulting from foreclosure or receipt of the Security Instrument in lieu of foreclosure (collectively, "Lender Actions").

(b) If a licensed broker(s) (collectively, "Broker"), or affiliate of Broker, invests in a portion of the Note secured by Security Instrument and is the issuer or servicer of the corresponding Loan, then that Broker is excluded from voting on Lender Actions with respect to the percentage of such Broker's investment in the Loan.

42. Right to Refinance Senior Lien in Default. If any lien that is senior to this Security Instrument is in default and such default is not cured within 30 days, Lender shall have the right, without notice to Borrower, to advance to such senior lienholder the entire amount owed to it and to add the advance to the unpaid principal balance of the Note secured by this Security Instrument. In addition, Borrower shall pay an advance fee of 2% of the entire amount advanced to such senior lienholder, paid to Lender, which Lender may add to the unpaid principal balance of the Note secured by this Security Instrument.

43. Nevada Specific Provisions.

(a) Lender shall have the right to recommend to the court the person to be appointed as receiver pursuant to Sections 10, 17 and 19.

(b) In the event that Lender consents to a transfer of the Mortgaged Property to and an assumption of the Mortgage Loan by a new borrower per Section 12, Lender shall be entitled to charge

Loan No.: 11089449

First Property Address: 110 Aspen Way, Stateline, NV, 89449

and be paid a reasonable in addition to requiring satisfaction of all other conditions to such transfer in Section 12.

(c) The covenants set forth as Nos. 6, 7 (a reasonable amount), 8, and 9 of NRS Section 107.030, are hereby adopted and made a part of this Security Instrument.

THE NOTE, THIS SECURITY INSTRUMENT, THE LOAN AGREEMENT, ANY GUARANTY, ANY ENVIRONMENTAL INDEMNITY, AND THE OTHER SECURITY DOCUMENTS COLLECTIVELY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

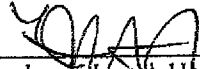
(signatures follow on next page)

Loan No.: 11089449

First Property Address: 110 Aspen Way, Stateline, NV, 89449

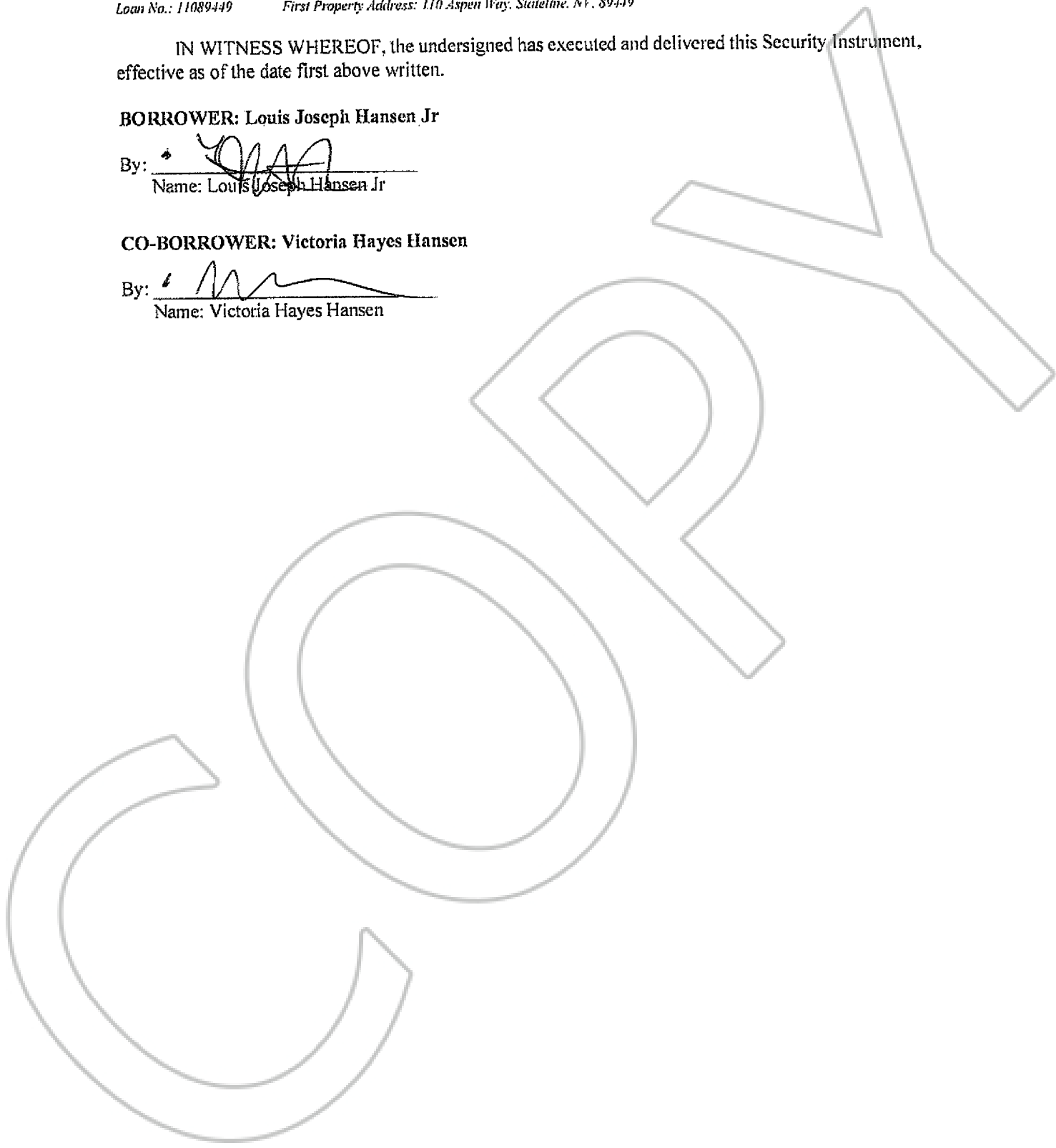
IN WITNESS WHEREOF, the undersigned has executed and delivered this Security Instrument, effective as of the date first above written.

BORROWER: Louis Joseph Hansen Jr

By: 
Name: Louis Joseph Hansen Jr

CO-BORROWER: Victoria Hayes Hansen

By: 
Name: Victoria Hayes Hansen



Loan No.: 11089449

Fixt. Property Address: 110 Aspen Way, Stateline, NV, 89449

STATE OF NEVADA

CA

COUNTY OF

Sacramento

)
) ss.
)

The foregoing instrument was acknowledged before me on May 26, 2023 before me, by Louis Joseph Hansen Jr.

Signature

[Handwritten Signature]



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On May 26, 2023 before me, Deborah Planet, Notary Public,
(Here insert name and title of the officer)

personally appeared Victoria Hayes Hansen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Handwritten Signature]

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

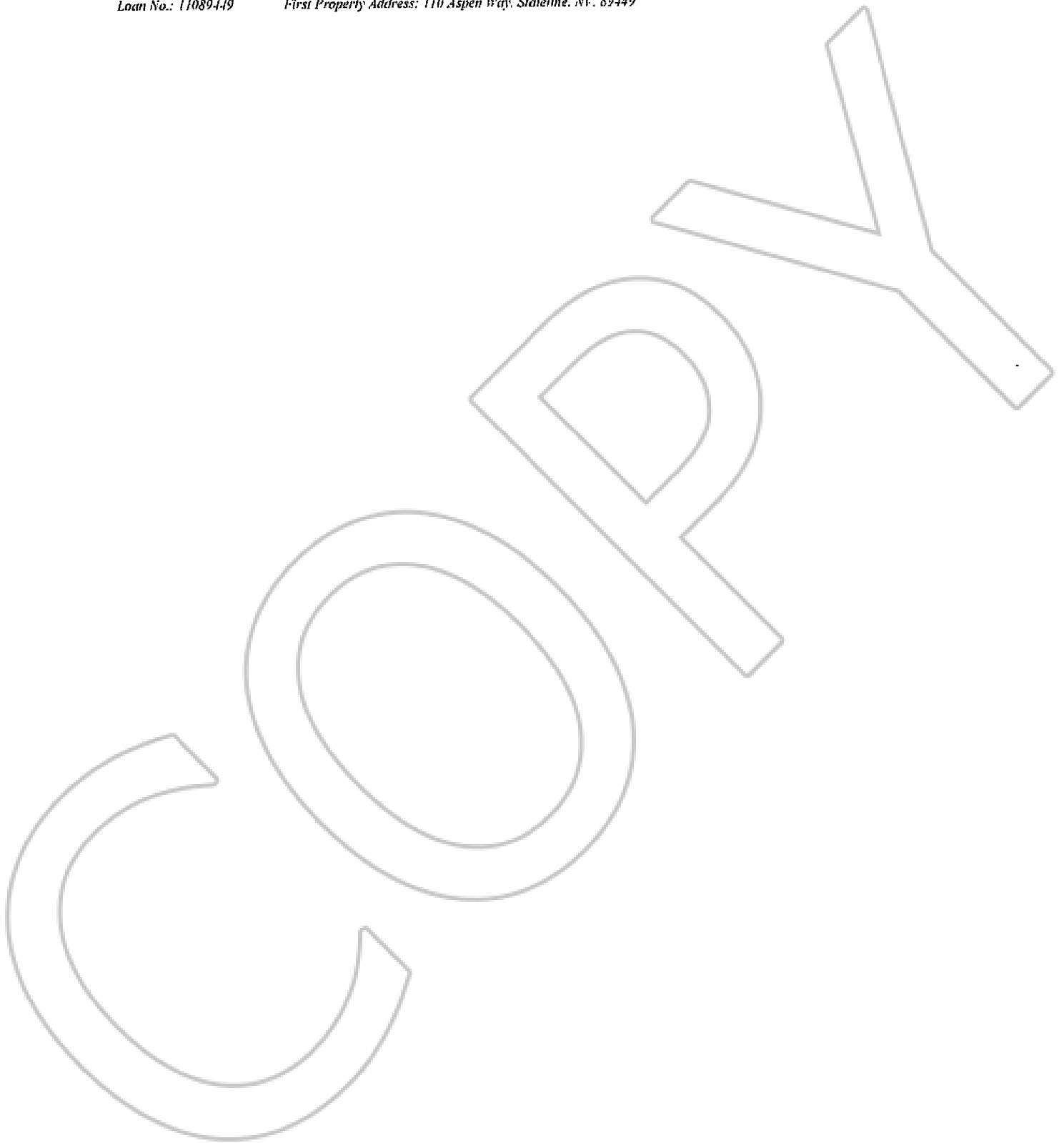
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Loan No.: 11089449

First Property Address: 110 Aspen Way, Stateline, NV, 89449



Loan No.: 11089449

First Property Address: 110 Aspen Way, Stateline, NV, 89449

EXHIBIT "A"

APN(s)/TaxID(s) of Collateral Real Property:
1319-19-113-023

Street Address of Collateral Real Property:
110 Aspen Way, Stateline, NV, 89449

[Legal Description(s)]

Lot 24, of Aspen Valley Subdivision Unit No. 2, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, recorded on November 15th, 1966, as Document No. 34571.

Assessors Parcel No.: 1319-19-113-023

EXHIBIT "B"

LENDER LISTING

Lender Name	Fractional Ownership As Tenants in Common
Bernard Horton & Lennette Horton Trustees, Bernard Horton Retirement Trust Dated 9-01-1979	\$150,000.00/\$416,000.00ths
Wayne E. Stahmer & Linda K. Stahmer, Trustees of the Stahmer Family Trust Dated June 4, 2002	\$150,000.00/\$416,000.00ths
James B. Wickersham & Patricia J. Wickersham, Trustees of the James B. Wickersham Retirement Trust	\$116,000.00/\$416,000.00ths

as tenants in common.