DOUGLAS COUNTY, NV

2023-997849

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FIRST AMERICAN TITLE MINDEN SHAWNYNE GARREN, RECORDER

Assessor's Parcel # 1420-35-310-004

## Prepared by:

Heidi M Riedle 1611 Downs Drive Minden NV 89423

# After Recording Return To:

Karen Jo Gustafson & Gregory P Kusnick 628 I Street Davis CA 95616

#### Mail Tax Statements To:

Peter C Gustafson & Heidi M Riedle 1611 Downs Drive Minden NV 89423

Space above this line for recorder's use only

# **DEED OF TRUST**

This DEED OF TRUST (the "Deed") is made and entered into as of the 20th day of June, 2023, by and between:

#### **Borrower:**

Peter C Gustafson, Heidi M Riedle, Samantha L Schoettgen, and Benjamin J Schoettgen, 1611 Downs Drive, Minden NV 89423

# Lender:

Karen Jo Gustafson and Gregory P Kusnick, 628 I Street, Davis CA 95616

#### Trustee:

Karen Jo Gustafson and Gregory P Kusnick, 628 I Street, Davis CA 95616

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**Property:** The Trustors hereby grant, convey, and warrant to the Trustee, and the Trustee hereby accepts, a fee simple interest in and to the following real property (the "Property"):

Property Address: 1611 Downs Dr. Minden, NV 89423

Legal Description: See Exhibit A

Security: To secure to the Lender the repayment of the indebtedness evidenced by Borrower's note dated June 20, 2023 and extensions and renewals thereof (the "Note"), in the principal sum of U.S. \$740,000, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2053.

**Repayment of Loan:** The Borrowers shall repay the Loan to the Beneficiary in accordance with the terms of the Note.

**Default:** If the Borrowers fail to make any payment of principal or interest on the Loan when due, or if the Borrowers breach any other provision of this Deed, the Lender may declare the entire unpaid balance of the Loan to be immediately due and payable. Upon such declaration, the Trustee shall have the right to foreclose on the Property in accordance with the laws of the State of Nevada.

**Reconveyance:** Upon payment of all sums secured by this Deed, Lender shall request the Trustee to reconvey the Property and shall surrender this Deed and all Notes evidencing indebtedness secured by this Deed to the Trustee. Trustee shall reconvey the property without warranty.

## Other Provisions:

- 1. This Trust shall be governed by and construed in accordance with the laws of the State of Nevada.
- 2. This Trust shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 3. Mediation: If any dispute arises between the parties regarding the interpretation or performance of this Deed, the parties agree to first attempt to resolve the dispute through mediation. The mediation shall be conducted by a neutral third party mediator who shall be selected by the parties. The mediation shall be conducted in accordance with the rules of the American Arbitration Association.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Deed.

IN WITNESS WHEREOF, the parties have executed this Deed.

Borrowers:	
Signature:	Date 6/22/23
Peter C Gustafson	
Signature: Heidi M Riedle	Date 6/22/23
Heidi M Riedle	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Signature: Samantha Schoollgen	Date <u> </u>
Samantha L Schoettgen	, ,
Signature: 334 Solvety	Date 6/22/23
Benjamin J Schoettgen	

# Exhibit A

The Land referred to herein is situated in the County of Douglas, State of Nevada, and is described as follows:

LOT 4 IN BLOCK A AS SET FORTH ON THE FINAL SUBDIVISION MAP FSM #94-04-01 FOR SKYLINE RANCH PHASE 1, FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON MAY 11, 2001 IN BOOK 501, PAGE 3298, AS DOCUMENT NO. 514006 OF OFFICIAL RECORDS.



State of NV County of Douglas	
I, the undersigned, a Notary Public	in and for said County, in said State, hereby certify that
Peter C. Gustafson	Heidi M Ridle
are signed to the foregoing instrum	pn <u>Brown J Schold M</u> whose names lent, and who is known to me, acknowledged before me on e contents of the instrument, they executed the same ears date.
Given under my hand this 🔰 🗟	Dir Dù≫3 (mm/dd/yyyy)
E. TOBIAS  Notary Public - State of Nevada	
Appointment Recorded in Douglas County No: 17-2785-5 - Expires May 3, 2025	Notary Public Signature
	My Commission Expires: <u>らわら</u>
	(mm/dd/yyyy)