

The undersigned hereby affirms that this document submitted for recording does not contain the Social Security number of any person or persons.
(Pursuant to NRS 239b.030)

APN: 1320-33-311-001

Loan Amount: \$580,000.00

When recorded mail to:

James J. Stretch
Sybil Carrere
412 Madrona Way, NE
Bainbridge Island, WA 98110

02303733-JL

DEED OF TRUST

This Deed of Trust is executed by NICOLE A. TRADUP, an unmarried woman, (hereinafter "Trustor") and Ticor Title Company (hereinafter "Trustee") for the benefit of JAMES J. STRETCH and SYBIL CARRERE, a married couple (hereinafter "Beneficiaries") on January 5, 2024.

1. **GRANT.** Trustor, in consideration of the loan represented by the Promissory Note, in the principal amount of Five Hundred Eighty Thousand Dollars (\$580,000) for the purpose of securing the full and timely payment of the Promissory Note and all other obligations identified herein and in said Promissory Note, hereby grant, bargain and sell to Trustee the power of sale of the real property located at 1482 Longfellow Lane, Gardnerville, Nevada 89410, more particularly described as follows:

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

Lots 1, Block A, as set forth on Final Subdivision Map FSM-1006-2 for Chichester Estates Phase 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on December 9, 1996, in Book 1296 at Page 1286, as Document No. 402540, by Certificate of Amendment recorded November 22, 2000, Book 1100, Page 4362, as Document No. 503768, and by Certificate of Amendment recorded July 17, 2001, Book 0701, Page 3929, as Document No. 518479.

(This legal description was previously recorded in the Official Records of the County Recorder of Douglas County, State of Nevada on September 28, 2022, as Document No. 2022-990366)

together with any improvements made or erected on the property, all easements, reversions, appurtenances of Trustor's interest in the lease of the property, rents, royalties, minerals, oil and gas rights, and profits, geothermal rights and profits, water, water rights and water stock (collectively the "Real Property").

The Grant is for the purpose of securing to Beneficiaries:

- (a) The repayment of Trustor's Promissory Note dated January 5, 2024, in the amount of Five Hundred Eighty Thousand Dollars (\$580,000.00), plus any interest, and all extensions, renewals and modifications thereof;
- (b) Payment of all other sums, plus interest advanced, for the improvement or protection of the Real Property;
- (c) Trustor's performance of the covenants and warranties of this Deed of Trust; and
- (d) The repayment of future advances, plus interest, made to Trustor by Beneficiaries, provided Promissory Notes representing those advances state the advances are secured by this Deed of Trust.

2. WARRANTIES AND REPRESENTATIONS. Trustor hereby unconditionally warrant and represent to Beneficiaries as follows:

2.1 Title to Real Property. Trustor will have good and indefeasible title to the Real Property.

2.2 Taxes, Mortgage Insurance, Homeowner Association and Other Payments. Trustor agrees that a breach of the Promissory Note will occur if Trustor become delinquent in the payment of property taxes, home insurance coverage, homeowner association fees and dues and payments to senior mortgage holders. Trustor agree to keep current all obligations that effect the Trustor's right, title and interest in and to the Real Property so as to not jeopardize, limit or impair the Beneficiaries' right to obtain clear and marketable title to said property should Beneficiaries have to resort to foreclosure proceedings.

3. AFFIRMATIVE REPRESENTATIONS AND COVENANT OF TRUSTOR. Trustor hereby unconditionally covenant and agree with Beneficiaries as follows:

3.1 Compliance with Legal Requirements. Trustor will promptly and faithfully comply with and conform to and obey applicable laws governing the ownership of the Real Property.

3.2 Insurance. Trustor shall at all times keep the Real Property insured for the benefit of the Trustee and Beneficiaries.

3.3 Liability Insurance. Trustor shall procure and maintain appropriate liability insurance protecting themselves, Trustee and Beneficiaries from any exposure from third-party claims for bodily injury, death or property damage. Trustor agrees not to further encumber the subject property, including mechanic's liens, deeds of trust, mortgages or other claims that impair Beneficiaries' rights to the property submitted as collateral for the Promissory Notes.

3.4 Trustor agrees, promise and represent that they will cooperate with Beneficiaries in the event a bankruptcy proceeding is filed to have the obligations of the Promissory Note and this Deed of Trust non-dischargeable in bankruptcy.

3.5 Power of sale of this Deed of Trust shall not be exhausted by any one or more sales or attempts to sell the property by Trustor.

3.6 Prior Liens, Encumbrances, and Security Interests. Trustor will pay on a current basis, not later than the due dates thereof, all obligations arising out of the Promissory Note, Deeds of Trust, contracts of sale, liens, charges, encumbrances, and other security interests encumbering the Real Property.

3.7 Trustor will promptly pay for all labor and materials for any improvements and/or repairs on said residence during the term of the Note.

3.8 Leased and Deferred Maintenance. Trustor agrees to keep the property in reasonably maintained condition and will not allow deferred maintenance to occur on the property so as to preserve the market value of the property should there be a default.

4. EVENTS OF DEFAULT. The terms "Event of Default" as used herein shall mean:

4.1 Trustor fails to pay any principal and interest due on the Promissory Note or any other obligation secured by this Deed of Trust or set forth in the Promissory Note.

4.2 Trustor fails to perform or comply with any of the terms of the terms of the Deed of Trust or Promissory Note.

4.3 Failure to pay promptly and keep current all mortgage payments, insurance payments, homeowner association fees or dues and prompt and current payment of all tax, property tax charges against said property.

5. REMEDIES OF BENEFICIARIES. If an Event of Default occurs, Beneficiaries may at any time thereafter and at Beneficiaries' sole election, through Trustee or otherwise, exercise all rights to accelerate the amounts due, institute a non-judicial or judicial foreclosure and sale and exercise all rights and remedies provided for by law.

5.1 Waiver of Redemption. Trustor agrees that there shall be no right of redemption should a Trustee's Sale occur as a result of a foreclosure on this Deed of Trust.

5.2 No Waiver. Any failure by Trustee or Beneficiaries to insist on strict compliance with the terms of this Deed of Trust or the Promissory Note shall not constitute a waiver of any rights afforded to the Trustee or Beneficiaries.

5.3 Successors and Assigns. All the terms of the loan documents, including the Promissory Note and Deed of Trust are binding upon and inure to the benefit of any of the Beneficiaries' successors and assigns.

5.4 Notice. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the following address:

Nicole A. Tradup
1482 Longfellow Lane
Gardnerville, Nevada 89410

6. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by the law of Nevada. If any provision or clause of this Deed of Trust or the Promissory Note conflicts with applicable law, the conflict shall not affect other provisions of this Deed of Trust or the Promissory Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Promissory Note are declared to be severable.

The Trustor and Beneficiaries have caused this Deed of Trust to be executed the day and year first above written.


TRUSTOR:

DATED: 1.05.2024

Nicole A Tradup
NICOLE A. TRADUP

BENEFICIARIES:

DATED: 1/3/2024



JAMES J. STRETCH

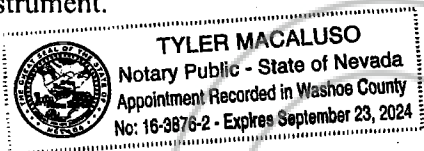
DATED: 1/3/2024

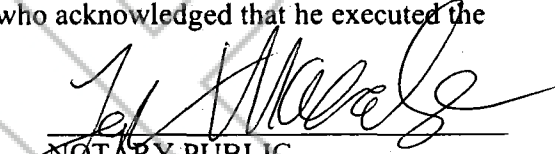


SYBIL CARRERE

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 5 day of Jan, 2024, personally appeared before me, a notary public, NICOLE A. TRADUP, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that he executed the instrument.

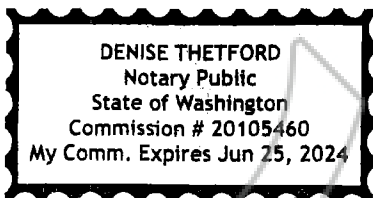


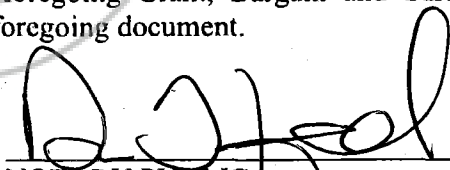


NOTARY PUBLIC

STATE OF WASHINGTON)
 : ss.
COUNTY OF Kitsap)

On January 3, 2024, personally appeared before me, a notary public, JAMES J. STRETCH and SYBIL CARRERE personally known (or proved) to me to be the people whose name is subscribed to the foregoing Grant, Bargain and Sale Deed, who acknowledged to me that they executed the foregoing document.





NOTARY PUBLIC