

DOUGLAS COUNTY, NV **2024-1005191**
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\$40.00 Pgs=6 03/01/2024 08:35 AM
SIGNATURE TITLE - ZEPHYR COVE
SHAWNYNE GARREN, RECORDER

A.P.N. # 1320-30-810-006
#1320-30-810-007

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Charles S. Zumpft
PO Box 881
Minden, NV 89423

The undersigned hereby affirms that this document submitted
for recording does not contain the social security number of
any person or persons, as per NRS 239B.303.

MAIL TAX STATEMENTS TO:

Charles S. Zumpft
PO Box 881
Minden, NV 89423

(space above for recorder's use only)

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

This deed of trust ("**Deed of Trust**" or "**Security Instrument**") is made and entered into on February 20, 2024 by Charles Scott Zumpft, whose mailing address is PO Box 881, Minden, NV 89423 ("**Trustor**"), for the benefit of Lisa Zumpft Killen, Trustee of the Charles W. Zumpft and Karen M. Zumpft Family Trust dated February 4, 1997, as thereafter amended ("**Beneficiary**"), with Timothy F. Killen hereby appointed as trustee ("**Trustee**").

Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, all of Trustor's interest in and to that property situated in Douglas County, Nevada, located at 1664 Hwy 395, Units 105 and 106, Minden, Nevada 89423, referenced by Assessor's Parcel Numbers 1320-30-810-006 and 1320-30-810-007, and more specifically described in Exhibit A, together with any and all improvements thereon (the "**Property**").

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging or appertaining, including water, mineral, timber and crop rights, and the reversion(s), remainder(s), rent(s), issue(s) and profit(s) thereof and therefrom; reserving, however, the right to collect and use same as long as there is no existing default hereunder, and, in the event of such a default, Trustor does hereby authorize Beneficiary to perpetually collect and recover same in the name of Trustor or their successor-in-interest through any lawful means.

This document is being recorded
as an accommodation only
by Signature Title Company, LLC

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$475,000.00) payable to Beneficiary or its order (“**Note**”); and (2) performance of each of Trustor’ commitments contained herein, in the Note or incorporated herein by reference, Trustor expressly makes, adopts and covenants to each provision herein.

1. This Deed of Trust is, at the time of execution, the sole encumbrance against the Property.
2. Trustor shall: properly care for and keep the Property in good condition and repair; not remove or demolish any building thereon; complete in a good and workmanlike manner any building which may be constructed thereon; pay when due all property taxes, Owner’s Association fees, other assessments related to the Property, and claims for labor performed and materials furnished therefor; comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not commit or permit any waste thereof; and not commit, suffer or permit any act to be done in or upon the Property that violates any law, covenant, condition or restriction affecting the Property.
3. Trustor shall make best efforts to ensure that the Owner’s Association maintains property insurance on all buildings that may now or at any time hereafter be on the Property as may be required by, and be consistent with, the Association’s governing documents. Beneficiary shall be named as an additional insured under the Owner’s Association policy covering the Property as a mortgagee. Trustor further covenants to maintain insurance related to personal property and liability, so long as not in conflict with the Association’s governing documents. If adequate insurance is not maintained on the Property for any reason, Beneficiary may obtain insurance coverage, at Beneficiary’s option and Trustor’s expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Any amounts disbursed by Beneficiary under this Section 3 shall become additional debt of Trustor secured by this Security Instrument.
4. Trustor promises and covenants that if a suit or action is commenced or is pending that affects the Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, is made or asserted, Trustor will appear in and defend such matter purporting to affect the security and will pay all costs thereof and all damages arising therefrom. Beneficiary and/or Trustee may also participate in such suit or action if either so chooses, at Beneficiary’s expense.
5. As additional security, if Trustor is in default under the terms of this Deed of Trust or in default as borrower under the Note secured by this Deed of Trust, Trustor hereby gives and confers upon Beneficiary the right, power, and authority, to collect the rents, issues, and profits of said Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits and they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in his own name for or otherwise collect such rents, issues, or profits, including those past due and unpaid,

and apply the same, less costs and expenses of operating and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The parties anticipate and agree that Trustor may lease the Property to a business entity controlled by him.

6. Any award of damages in connection with any condemnation for public use of, or injury to the Property, or any part thereof, is hereby assigned and shall be paid to Beneficiary to maximum extent available and as necessary to fully repay the debt secured hereby.

If Trustor defaults in any payment to Beneficiary secured hereunder, sells, conveys or alienates the Property, or is otherwise divested of any title interest therein, Beneficiary may, in its sole and absolute discretion, declare all sums secured hereby immediately due and payable by delivering to Trustee a written declaration of default and demand for sale. Trustee shall cause same to be promptly filed of record and, after lapse without cure of period provided for in Nevada's Revised Statutes, Trustee shall give notice as required by law and shall sell the Property for cash to the highest bidder, payable immediately upon sale, at such time and in such place within the state of Nevada as the Trustee, in its sole discretion, deems best, by trustee's deed (but without any covenant or warranty). Any person or entity, including Trustor, Trustee and Beneficiary, may purchase the Property at such sale.

While expressly not required of Trustee with regard to any third-party action or initiated sale concerning the Property, Trustor hereby request that a copy of any "Notice of Default" and any "Notice of Sale" hereunder be mailed to Trustor at the address set forth above at the onset and promises and covenants to pay any deficiency arising from such sale after application of the sales proceeds as provided for herein. Further, Trustor promises and covenants to pay and discharge all costs, fees and expenses otherwise incurred in connection with any default by Trustor hereunder.

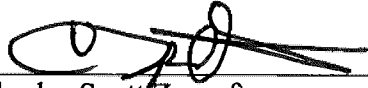
After deducting all costs, fees and expenses of Trustee and this trust, including the cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale in this order: all sums expended under the terms hereof, not then repaid, with accrued interest thereon at the amount provided for herein; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. The following covenants of NRS 107.030 are hereby adopted and made part hereof: No. 1, 3, 4 (interest 3%), 5, 6, 7 (actual per-hour counsel fees accrued), 8 and 9. The Beneficiary or Trustee may charge a fee of up to Fifty Dollars (\$50) for each change in parties. These covenants hereby incorporated herein by reference are meant to be read with this Deed of Trust's express terms and conditions. However, the express terms hereof shall govern should any of same directly conflict with a covenant incorporated herein by reference.

8. This Deed of Trust is governed by Nevada law and binds and inures to the benefit of the parties hereto, and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The trust created hereby is expressly irrevocable by Trustor.

9. Upon receipt of the below notification from Beneficiary that the Note has been repaid and performed; surrender of the Note and this Deed of Trust to Trustee for cancellation and retention; and payment of all of Trustee's fees, the Trustee shall re-convey, without warranty, the property then held hereunder. Such reconveyance may be to "the person(s) legally entitled thereto."

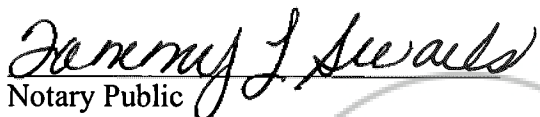
SIGNATURE OF TRUSTOR

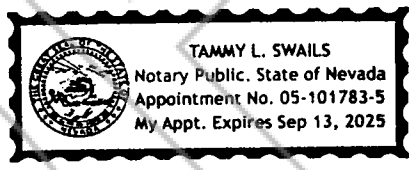


Charles Scott Zumpft
STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

2-20-2024
Date

On February 20, 2024, before me, a notary public, personally appeared Charles Scott Zumpft, personally known to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the instrument.


Notary Public



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as an accommodation only
by Signature Title Company, LLC**

TO TRUSTEE:

The undersigned is the legal owner and holder of the note(s), and of all other indebtedness secured by the foregoing Deed of Trust. Said note(s), together with the 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 due and owing to you under the terms of said Deed of Trust, to cancel said note(s) and other evidences of indebtedness secured thereby, and said Deed of Trust, and to re-convey, without warranty, to the person(s) legally entitled thereto all of the estate now held by you under same.

Please mail the respective, canceled note(s), other evidence of indebtedness, and Deed of Trust to:

Charles S. Zumpft
PO Box 881
Minden, NV 89423

DO NOT LOSE OR DESTROY THIS DEED OF TRUST: When paid, this Deed of Trust and the original promissory note secured by same must be surrendered to the Trustee for cancellation before reconveyance will be made.

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Exhibit A

LEGAL DESCRIPTION

Situate in the Southeast ¼ of Section 30, Township 13 North, Range 20 East, M.D.B.&M. more particularly described as follows:

Units 105 and 106 of Final Subdivision Map #2019 known as MINDEN PROFESSIONAL PLAZA, filed for record in the Office of the Douglas County Recorder on February 3, 1997, in Book 297, Page 148, as Document No. 405968, Official Records of Douglas County, Nevada.

Together with an undivided 1/9 interest in and to the Common Area lying within the interior liens as set forth on the map of Minden Professional Plaza, filed for record in the Office of the Douglas County Recorder on February 3, 1997, in Book 297, Page 148, as Document No. 405968, Official Records of Douglas County, Nevada.

APN: 1320-30-810-006 and 1320-30-810-007

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