

APN 1420-06-802-001

When Recorded, Mail To:
Corporate Services of Nevada
204 West Spear Street
Carson City, NV 89703



SHAWNYNE GARREN, RECORDER

DEED OF TRUST

This Deed of Trust dated April 25th, 2024, between DEBTOR'S NAME: AVANTI PROPERTIES, LLC, a Nevada Limited Liability Company, having the address of PO Box 805, Carson City Nevada 89705, herein called Trustor, and CORPORATE SERVICES OF NEVADA, a Nevada corporation, herein called Trustee, and Pacific Surety Intermediary Trust u/a/d September 9, 2016, herein called Beneficiary.

W I T N E S S E T H:

That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, property in Jacks Valley, County of Douglas, State of Nevada, all that real property commonly known as 900 Jacks Valley Road, Carson City, Nevada 89705, and more particularly described as follows:

A portion of the Southeast 1/4 of Section 6, Township 14 North, Range 20 East, M. D. B. & M., Douglas County, Nevada, described as follows:

Parcel A as shown on Parcel Map for JACKBAY #2, filed in the office of the Douglas County Recorder on June 10, 1980 in Book 680, Page 974, as Document No. 45171, Official Records.

Subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning, regulations, restrictions, rules, and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

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IN THE EVENT THE HEREIN DESCRIBED PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

TOGETHER WITH the tenements, hereditaments and appurtenances belonging to such property, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by a Promise to Pay Agreement of even date herewith in the total amount of \$525,000.00, and the interest thereon, and any extension or renewal thereof executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. Trustor shall agree to properly care for and keep said property herein described in first-class condition, order, and repair; complete in a good, professional manner any building or other improvement which may be constructed thereon, and pay, when due, all claims for labor performed and for materials furnished therefor; underpin and support, when necessary, any building or other improvement situated thereon, and otherwise protect and preserve the same.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of this Trust, including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary in an amount presently carried by Beneficiary. Other amounts collected under any fire insurance policy shall be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. The Trustor promises and agrees that if during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, they will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by her in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby of the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection therewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. Trustor hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the current legal rate of interest per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

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12. Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever it deems, at its sole discretion, to be in the best interest of the Trustee by giving written notice to the Trustors and Beneficiary herein, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

16. Where not inconsistent with the above the following covenants, No. 1, 3, 4 (current legal rate of interest), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address set forth below:

NAME and MAILING ADDRESS of TRUSTOR;

AVANTI PROPERTIES, LLC
Anne Sullivan, Manager
PO Box 805
Carson City, NV 89705

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PROMISE TO PAY AGREEMENT

The undersigned, by signing this agreement do hereby acknowledge and reaffirm our outstanding debt of \$894,970.50 as of 31 March 2024, pertaining to a "PROMISSORY NOTE AND SECURITY AGREEMENT" dated 17 November 2016 between Pacific Surety Intermediary Trust ("Secured Party") and Anne Sullivan, an individual and Capital City Liquidators, Inc., a Nevada Corporation ("Debtors").

By signing this agreement, we jointly and separately warrant to pay our outstanding debt as per our terms and/or conditions as follows;

On or before 15 December 2024; Debtor will pay to Secured Party \$525,000.00 which will then be considered as payment in full of said obligations.

On or before 30 April 2024; Debtor will pay to Secured Party \$1000.00, not applicable to total outstanding debt, which will be considered as a good faith payment.

On or before 30 June 2024; Debtor will pay to Secured Party \$1000.00, not applicable to total outstanding debt, which will be considered as a good faith payment.

Debtors pledge, as collateral and performance guarantee, a security interest in the following;

Parcel 1420-06-802-001, 900 Jacks Valley Road
A portion of the Southeast 1/4 of Section 6, Township 14 North, Range 20 East, M.
D. B. & M., Douglas County, Nevada, described as follows:

Parcel A as shown on Parcel Map for JACKBAY #2, filed in the office of the
Douglas County Recorder on June 10, 1980 in Book 680, Page 974, as Document
No. 45171, Official Records.

To be evidenced by Debtor recording a Deed of Trust with the County of Douglas State of Nevada in favor of and for the benefit of Secured party.

In consideration thereof: Secured Party has agreed to suspend applicable interest and late payment penalties until 15 December 2024.

We further understand and agree that if we do not wholly fulfill our Promise to Pay on or before 15 December 2024, as per our proposed terms, late payment penalty fee will accrue at \$5.25 daily until entire amount is paid in full.

By signing this agreement, we jointly and separately warrant to pay any and all attorney fees and other costs and/or charges and/or fees necessary for the collection of any amounts not paid when due.

We have proposed this agreement and fully acknowledge our understanding of the purpose and intent of this agreement and therefore have executed this agreement by action of our own free will.

Dated this 4/25 day of April 2024

Anne Sullivan
Anne Sullivan, President
for and on behalf of;
Capital City Liquidators, Inc.

Gerard L. Vaccaro
Gerard L. Vaccaro, Individually

Anne Sullivan
Anne Sullivan, Manager
for and on behalf of;
Avanti Properties, LLC, Trustor

Anne Sullivan
Anne Sullivan, Individually

STATE OF NEVADA }
 : ss.
CARSON CITY }

ON THIS 25 DAY OF APRIL 2024 PERSONALLY APPEARED BEFORE ME DWANNA DORSEY,
A NOTARY PUBLIC, ANNE SULLIVAN AND GERARD L. VACCARO, WHO ACKNOWLEDGED THAT THEY
EXECUTED THE ABOVE INSTRUMENT.

Dwanna Dorsey



DWANNA DORSEY
Notary Public - State of Nevada
Appointment Recorded in Carson City
No. 19-6864-03 - Expires August, 2027

NOTARY PUBLIC

My Appointment Expires: August 28, 2027