

Inst #: 20240925-0001995

Fees: \$42.00

09/25/2024 11:09:19 AM

Receipt #: 5695892

Requestor:

FNTG NCS Las Vegas

Recorded By: DROY Pgs: 15

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor Parcel Number:

162-09-806-002,

162-09-806-003, and

162-09-806-004

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

DIAMONDS NV MANAGEMENT, LLC

1215 South Fort Apache Rd. #120

Las Vegas, Nevada 89117

Attention: Vickie DeHart

Escrow No. NCS240025

Above Space for Recorder's Use

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST (this "*Deed of Trust*") is made as of September 24, 2024, by and among THE GLUSMAN FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, and owner of the Real Estate (defined below) (the "*Grantor*" or "*Trustor*"), FIDELITY NATIONAL TITLE INSURANCE COMPANY, having a mailing address at 6385 S. Rainbow Blvd., Suite 130, Las Vegas, Nevada 89118 (the "*Trustee*"), and DIAMONDS NV MANAGEMENT, LLC, a Nevada limited liability company (the "*Beneficiary*").

WITNESSETH:

WHEREAS Grantor borrowed and received in lawful money of the United States the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00)**, pursuant to the terms and conditions of that certain Promissory Note Secured by a Deed of Trust of even date herewith by and between Grantor and Beneficiary (the "*Promissory Note*") and has agreed to repay the same with interest and additional payments and amounts thereon to Beneficiary in lawful money of the United States, according to the terms of the Promissory Note.

WHEREAS the Real Estate is currently encumbered by that Deed of Trust between The Glusman Family Limited Partnership, a Nevada limited partnership, in favor of City National

Bank, a national banking association, recorded on October 30, 2018, as Instrument No. 20191030-0001946, in the Official Public Records of Clark County, Nevada, in the amount of THREE MILLION SIX HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$3,698,500.00), (the "*Permitted Encumbrance*").

WHEREAS this Deed of Trust is a second priority lien on the Real Estate, and shall be senior and ranking first above all other liens, except for the Permitted Encumbrance, which this Deed of Trust is subordinate to.

NOW, THEREFORE for purpose of securing each agreement of the Trustor contained in the Promissory Note or herein, including payment with interest thereon of any money that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST with POWER OF SALE, all that real property commonly described as 355 Convention Center Dr., Las Vegas, Nevada 89109-2067 and identified by Clark County Assessor Parcel Numbers 162-09-806-002, 162-09-806-003, and 162-09-806-004, as described in Exhibit A attached hereto and incorporated by reference herein (the "*Real Property*").

TOGETHER with all appurtenances in which Trustor has any interest; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, 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 thereto. Further, as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, 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 as they become due and payable. Upon any such default, Beneficiary may at any time without notice, without bringing any action or proceeding, and irrespective of whether declaration of default has been delivered to Trustee, 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, hold, occupy, possess and enjoy the same, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents and terms of rents, in his own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, all as determined by Beneficiary, 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.

TRUSTOR FURTHER GRANTS to Beneficiary, pursuant to the Nevada Uniform

Commercial Code, a present and continuing security interest in and to all of the goods, equipment, building materials, books, records, fixtures and other personal property of Trustor, now or which may hereafter be located on or used in connection with the Real Property, together with all contract rights, plans, specifications and other similar documents, deposits, rights to trademarks and names of Trustor and goodwill associated therewith, general intangibles, accounts, chattel paper, documents and instruments with respect to the Real Property and policies of insurance arising out of or in connection with the Real Property or the herein described property, all proceeds of any fire and/or builders risk insurance policy or any other policy insuring the Real Property or the herein described property against any other perils, and all awards made in eminent domain proceedings, or purchase in lieu thereof, with respect to the Real Property or the herein described property, together with all additions to, substitutions for, proceeds of, changes in or replacements of the whole or any part of said personal property and this instrument shall constitute a security agreement with respect thereto (collectively, the “*Personal Property*”, and together with the Real Property, the “*Property*”). This Deed of Trust constitutes a fixture filing to be filed in the real property records of Clark County, Nevada with respect to all portions of the Personal Property constituting goods that are, or are to become, fixtures.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to wit and to protect the security of this Deed of Trust, Trustor agrees by the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions set forth in the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county (WHICH PROVISIONS ARE CONTAINED IN THIS DEED OF TRUST), namely:

<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>DOC.</u> <u>NO.</u>	<u>COUNTY</u>	<u>BOOK</u>	<u>PAGE</u>	<u>DOC.</u> <u>NO.</u>
<i>Churchill</i>	39 Mortgages	363	115384	<i>Lincoln</i>			45902
<i>Clark</i>	850 Off. Rec.		682747	<i>Lyon</i>	37 Off. Rec.	341	100661
<i>Douglas</i>	57 Off. Rec.	115	40050	<i>Mineral</i>	11 Off. Rec.	129	89073
<i>Elko</i>	92 Off. Rec.	652	35747	<i>Nye</i>	105 Off. Rec.	107	04823
<i>Esmeralda</i>	3-X Deeds	195	35922	<i>Ormsby</i>	72 Off. Rec.	249	32867
<i>Eureka</i>	22 Off. Rec.	138	45941	<i>Pershing</i>	11 Off. Rec.	249	66107
<i>Humboldt</i>	28 Off. Rec.	124	131075	<i>Storey</i>	"S" Mortgages	206	31506
<i>Lander</i>	24 Off. Rec.	168	50782	<i>Washoe</i>	300 Off. Rec.	517	107192
				<i>White Pine</i>	295 R.E. Records	258	

are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that the Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. A copy of the provisions of the fictitious Deed of Trust is attached hereto as **Exhibit B** and are hereby incorporated herein and shall inure to and bind the parties hereto and are made a part of this Deed of Trust.

The sale, agreement to sell, transfer, assignment, mortgage, pledge, hypothecation or

encumbrance, including, but not limited to, the granting of any option to do any of the foregoing, whether voluntary or involuntary, by agreement, operation of law or otherwise, of the whole or any portion of Trustor's right, title or interest in and to the Property or any portion thereof (other than the sale of Personal Property in the ordinary course of business) without the prior written consent of Beneficiary shall constitute a default hereunder and shall entitle Beneficiary to accelerate the indebtedness secured hereby in the same manner as in the case of any other default.

Incorporation of Promissory Note. The Promissory Note, including all terms, conditions, and provisions, is hereby incorporated into this Deed of Trust by reference. The Promissory Note shall be deemed a part of this Deed of Trust as if fully set forth herein. In the event of any conflict between the terms of the Promissory Note and this Deed of Trust, the terms of this Deed of Trust shall control unless otherwise stated.

Representation and Warranties of Trustor. Evan Glusman and Charles Skinner (the "Trustees") hereby represent and warrant that each, as Trustees a majority of the General Partners of the Trustor, together have the power, capacity, and authority to bind the Trustor hereunder and under this Deed of Trust and that no further consent or approval of the remaining partners of the Trustor is required in connection therewith. The Trustees further represent and warrant that the execution, delivery, and performance under this Deed of Trust has been fully and duly authorized by the Trustor and the same shall not conflict with or result in a breach of its partnership agreement or any other obligations of the Trustor and that the Trustor shall irrevocably and unconditionally bound to this Deed of Trust by their execution and delivery thereof.

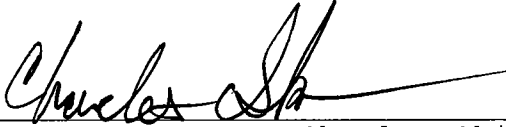
The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Deed of Trust.

Dated as of September 24, 2024.

[Trustor signature pages follow]

TRUSTOR:

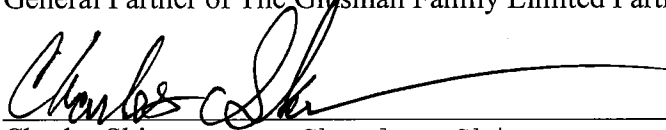
THE GLUSMAN FAMILY LIMITED PARTNERSHIP



Charles Skinner, Charles Skinner
Trustee of The Evan Glusman Irrevocable Trust,
General Partner of The Glusman Family Limited Partnership



Charles Skinner, Charles Skinner
Trustee of The Heather Caci Irrevocable Trust,
General Partner of The Glusman Family Limited Partnership



Charles Skinner, Charles Skinner
Trustee of The Heather Glusman 2008 Irrevocable Trust
General Partner of The Glusman Family Limited Partnership

Address for Notice:

9317 Canyon Classic Dr,
Las Vegas, NV 89144

Dated as of September 24, 2024.

* * * * *

[Notary for Trustor signatures continue on next page]

[signature page to Deed of Trust]

State of Nevada)
) ss
County of Clark)

On this 24th day of September, 2024, before me, a Notary Public in and for said County and State, personally appeared Charles Skinner, Trustee of the Evan Glusman Irrevocable Trust, The Heather Caci Irrevocable Trust, and Trustee of The Heather Glusman 2008 Irrevocable Trust, each being a General Partner of The Glusman Family Limited Partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Jennifer Miller
(Signature of Notary Public)

Notary Public in and for the State of Nevada, County of Clark

Jennifer Miller
(Printed Name of Notary Public)




My Commission Expires: 9/11/26

[Trustor signatures continue on next page]

[signature page to Deed of Trust]

TRUSTOR:

THE GLUSMAN FAMILY LIMITED PARTNERSHIP



Evan Glusman, Evan Glusman
Trustee of the Evan Glusman 2008 Irrevocable Trust,
General Partner of The Glusman Family Limited Partnership

Address for Notice:

9317 Canyon Classic Dr,
Las Vegas, NV 89144

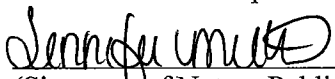
Dated as of September 24, 2024.

* * * * *

State of Nevada)
)
County of Clark)

SS

On this 24th day of September, 2024, before me, a Notary Public in and for said County and State, personally appeared Evan Glusman, Trustee of the Evan Glusman 2008 Irrevocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



(Signature of Notary Public)

Notary Public in and for the State of Nevada, County of Clark

Jennifer Miller

(Printed Name of Notary Public)

My Commission Expires: 9/21/26



[signature page to Deed of Trust]

EXHIBIT A
LEGAL DESCRIPTION

[see attached]

[Exhibit to Deed of Trust]

EXHIBIT "A"
Legal Description

Order No.: NCS240025

For APN/Parcel ID(s): 162-09-806-002, 162-09-806-003 and 162-09-806-004

For Tax Map ID(s): Pm F0054 P0029

PARCEL 1: APN: 162-09-806-002

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:
LOT TWO (2) AS SHOWN BY AMENDED MAP THEREOF IN FILE 54 OF PARCEL MAPS, PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

PARCEL 2: 162-09-806-003

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:
LOT ONE (1) AS SHOWN BY AMENDED MAP THEREOF IN FILE 54 OF PARCEL MAPS, PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

PARCEL 3A: 162-09-806-004

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 9, THENCE NORTH 4°39'07" WEST A DISTANCE OF 702.70 FEET TO A POINT; THENCE NORTH 89°02'13" WEST A DISTANCE OF 258.90 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY RIDGEVIEW ESTATES, LTD. TO HELEN HUNT RIVES, ET AL, BY DEED RECORDED MARCH 21, 1951 AS DOCUMENT NO. 366518, CLARK COUNTY, NEVADA RECORDS, THE TRUE POINT OF BEGINNING; THENCE NORTH 0°11'20" EAST ALONG THE WEST LINE OF SAID CONVEYED PARCEL A DISTANCE OF 235.02 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY HELEN HUNT RIVES, ET AL TO THE COUNTY OF CLARK, BY DEED RECORDED OCTOBER 11, 1951, AS DOCUMENT NO. 376509, CLARK COUNTY, NEVADA RECORDS, THENCE SOUTH 89°21'40" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH, 0°11'20" WEST A DISTANCE OF 235.26 FEET TO A POINT ON THE SOUTH LINE OF THE FIRST MENTIONED CONVEYED PARCEL; THENCE NORTH 89°02'13" WEST ALONG THE LAST MENTIONED SOUTH LINE A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3B:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9, THENCE NORTH 18°31'35" WEST A DISTANCE OF 991.19 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF FULCHER ROAD WHICH POINT IS THE NORTHEAST CORNER OF PARCEL CONVEYED BY VEGAS VALLEY DEVELOPMENT CO., LTD., TO CLIFFORD A. JONES, ET AL, IN DOCUMENT NO. 378222 RECORDED DECEMBER 4, 1951, CLARK

EXHIBIT "A"

Legal Description
(continued)

COUNTY,
NEVADA RECORDS, THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°08'30" WEST A DISTANCE OF 235.02 FEET TO THE SOUTHEAST CORNER OF THE SAID PARCEL CONVEYED TO JONES; THENCE NORTH 89°09'10" WEST ALONG THE SOUTHERLY LINE OF SAID JONES PARCEL A DISTANCE OF 20.00 FEET MORE OR LESS TO A POINT; THENCE NORTH 0°08'30" EAST A DISTANCE OF 234.92 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF FULCHER ROAD; THENCE SOUTH 89°27' EAST ALONG SAID SOUTH LINE OF FULCHER ROAD, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 3, 1992, IN BOOK 921230, AS INSTRUMENT NO. 01183, OF OFFICIAL RECORDS.

EXHIBIT B

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay

[Exhibit to Deed of Trust]

necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, 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 as 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 sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's 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

[Exhibit to Deed of Trust]

hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The

[Exhibit to Deed of Trust]

procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

(8) The following covenants, No. 1, 2 (full replacement value); 3, 4 (1.67% monthly); 5, 6, 7 (100%), 8, and 9 of NRS 107.030, when not inconsistent with other covenants and provisions contained herein and in the Note, are hereby adopted and made a part of this Deed of Trust.

(9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

(10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.

(11) That 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. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. 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.

(12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

[Exhibit to Deed of Trust]

REQUEST FOR FULL RECONVEYANCE

To be used only when the Promissory Note has been paid.

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

DATED: _____.

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you any sums owing to you under the terms of said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

By: _____

[Exhibit to Deed of Trust]