

Consideration: \$100,000

Return to:  
American First Federal, Inc.  
6865 W Charleston Blvd., Ste. A  
Las Vegas, NV 89117

DOC# 226981

02/18/2014

03:15PM

Official Record

Requested By  
FIRST COMMERCE, LLC

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 5 Fee: \$18.00

Recorded By LH RPTT: \$0.00

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DEED OF TRUST



0226981

THIS DEED OF TRUST dated as of the 13<sup>th</sup> day of December, 2013, by and between Diamond Country Roads, LLC ("Grantor"), and Arthur Berg, an individual, who resides in Clark County, with a business address of 6865 W Charleston Blvd, Ste A, Las Vegas, NV 89117 ("Trustee") for the benefit of American First Federal, Inc., who has an address of 6865 W. Charleston Blvd, Ste A, Las Vegas, NV 89117 ("Beneficiary").

WHEREAS, the Grantor is a Nevada Limited Liability Corporation, (hereinafter collectively referred to as "Diamond Country Roads"), and

NOW, THEREFORE, for and in consideration of the provisions of this Deed of Trust, and the sum of Ten Dollars (\$10.00) cash in hand, the receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Trustee, with special warranty of title, the following described property:

PARCEL NO. 1, AS SHOWN ON THAT CERTAIN PARCEL MAP FOR M. VAN VLIET AND SONS, INC., FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON APRIL 20, 1984, AS FILE NO. 93083, BEING A PORTION OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 53 EAST, MDB & M

Physical Address: Diamond Bar Country Road, Truck Stop, Hwy 278

Together with all the buildings, improvements and fixtures on the property now or in the future ("Property").

IN TRUST, to secure to Beneficiary the payment of the Indebtedness, Grantor further covenants and agrees that

1. As of December 13<sup>th</sup> 2013, the Indebtedness is in the amount of approximately \$100,000.00, plus interest at 5% per annum until paid, and may increase as a result of interest charges or service charges thereon, and other charges, including but not limited to the cost of collection, including attorney's fees.

2. In the event of any sale or any other change in the ownership of the Property, the entire unpaid balance of the Indebtedness shall become due and payable at the option of the

**Beneficiary. THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.**

3. Without the prior written consent of the holder of the Note, the Grantor will not transfer, or execute a contract to transfer, all or any part of the Property or any interest therein. In the event the ownership of the Property or any part thereof is transferred to a person other than Grantor, the Beneficiary may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time in the payment of the indebtedness at the instance of the then owner of the Property shall not relieve the Grantor of its liability for the performance of any of the covenants and agreements contained herein, whether the extension or modification be made with or without the consent of the Grantor.

4. The irrevocable power to substitute one or more of the Trustees named herein or substituted therefor is expressly granted to the Beneficiary, to be exercised any time and from time to time, without notice and without specifying any reason therefor, by filing for record among the land records where this instrument is recorded a Deed of Appointment. Thereupon all of the title, estate, powers, rights, and duties of the trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named (or that hereafter may be substituted) expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any court for the removal, substitution or appointment of a trustee hereunder.

5. The failure of Grantor to keep, observe or perform any of its obligations under the Deed of Trust shall constitute a default and all indebtedness secured hereby shall immediately become due and payable, at the option of the Beneficiary. At any time thereafter, the Trustees shall have the power and it shall be their duty, at the request of the Beneficiary, to take possession of and sell the Property, or any part thereof requested by the Beneficiary to be sold, and in connection therewith the Grantor hereby (i) assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction, and (ii) authorizes and empowers the Trustees to take possession of and sell (or in case of any default of any purchaser to resell) the Property, all in accordance with the laws of the State of Nevada or rule of court relating to deeds of trust. A foreclosure sale may be made subject to one or more tenancies of the Property entered into subsequent to the date of the recording of this Deed of Trust or otherwise subordinate hereto if the required advertisement of sale so discloses. In case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sale or by several sales, as may be deemed by the Trustees to be appropriate and without regard to any right of the Grantor or any other person, to the marshalling of assets. Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as the Trustees shall deem appropriate and as required by law. Upon the terms of such sale being complied with, the Trustees shall convey to the purchaser, at the cost of such purchaser, the interest of the Grantor in



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the Property so sold, free and discharged of and from all estate, title, or interest of the Grantor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of such sale or sales under this Deed of Trust, whether under the assent to a Decree, the power of sale, or by equitable foreclosure, shall be held by the Trustees and applied as follows: first, to pay all costs, charges, and expenses attending the execution of this trust or any sale relevant hereto, including reasonable counsel fees to the attorneys representing the Beneficiary and the Trustees and a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; second, to pay all indebtedness secured hereby and all interest then due and accrued thereon in such order and manner as the Beneficiary in its sole discretion may determine; and lastly, to pay the surplus, if any, to the Grantor or any person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property, and less the costs, if any, of obtaining possession. Immediately upon the first insertion of any advertisement or notice of sale, there shall be and become due and owing by the Grantor all expenses incident to any foreclosure proceeding under this Deed of Trust and a commission on the total amount of the indebtedness then due equal to one-half of the percentage allowed as commissions to trustees making sales under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate indebtedness then secured hereby with interest thereon to the date of payment unless the same be accompanied by a tender of such expenses, costs and commission.

6. The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, its heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustee or trustees, and the Beneficiary secured. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7. This Deed of Trust is to be governed by and construed and enforced in accordance with the laws of the State of Nevada and any applicable provisions of the Nevada Code, as may be amended from time to time.

(signatures to follow)



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WITNESS the following signatures and seals:

DIAMOND COUNTRY ROADS, LLC

Robin Blanco  
Robin Blanco, Managing Member

STATE OF Nevada  
CITY/COUNTY of Eureka, to-wit:

The foregoing instrument was acknowledged before me in the City/County and State aforesaid, this 3<sup>rd</sup> day of January, 2012, by Robin Blanco, Managing Member and Authorized Agent of Diamond Country Roads, LLC.

In witness whereof I hereunto set my hand and official seal.

Sara G. Simmons (SEAL)  
Notary Public

My Commission Expires: 7/17/2014  
My Registration No. 97-0349-8



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AFFIDAVIT OF CONSIDERATION

Beneficiary hereby certifies that the consideration recited in this Deed of Trust is true and bona fide as set forth herein.

AMERICAN FIRST FEDERAL, INC.

By: *D'Mark Mick*  
D'Mark Mick, Vice President

STATE OF Oregon  
CITY/COUNTY of Clackamas, to-wit:

On this the 17<sup>th</sup> day of February, 2014, before me, D'Mark Mick, the Vice President of American First Federal, Inc., personally appeared, and that he executed the foregoing instrument for the purposes herein contained.

In witness whereof I hereunto set my hand and official seal.

*Jennie Marie Peakes* (SEAL)  
Notary Public

My Commission Expires: 8-10-17  
My Registration No. 480379



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