

EUREKA COUNTY, NV

2018-234927

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LONERGAN LAW FIRM, PLLC

LISA HOEHNE, RECORDER

Return to:

Grayhawk Construction, LLC
11827 Brookhill Lane
Dallas, TX 75230

This Deed of Trust does not contain
any personal information

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF NEVADA)
COUNTY OF EUEKA)

DEED OF TRUST

Date:

March 5th, 2018

Grantor:

Disarm & Protect, Inc., a Texas corporation

Grantor's Mailing Address: 7904 Carr, Dallas, Texas 75227

Trustee:

Rodrigo M. Rodriguez

Trustee's Mailing Address: 3920 Cloudcrest, Plano, Texas 75074

Beneficiary:

Grayhawk Construction, LLC, a Texas limited liability company

Beneficiary's Mailing Address:

11827 Brookhill Lane, Dallas, TX 75230

Promissory Note Terms:

Date:

of even date herewith

Amount:

\$440,000.00

Maker:

BAPABrooklyn 2004, LLC, a Texas limited liability company

Payee: Grayhawk Construction, LLC
Final Maturity Date: June 4, 2018, unless extended pursuant to the note terms
Terms of Payment: as set forth upon the face of the note

Secured Property (including any improvements):

See the attached Exhibit A for legal descriptions which are incorporated herein by reference.

Prior Lien(s): All liens on any of the parcel filed and shown in the Land Records of Eureka County, Nevada prior to the date hereon

Other Exceptions to Conveyance and Warranty: as set forth in the deeds conveying the Secured Property to the Grantor.

For value received and to secure payment of the Promissory Note, Grantor conveys the Secured Property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition.
2. Pay all taxes and assessments on the property when due, and provide copies of paid tax receipts to the Beneficiary before they become past due. Preserve the lien's priority as it is established in this deed of trust.
3. Make all payments specified in the Promissory Note referred to herein upon the dates set for payment.
4. So long as the Promissory Note secured hereby remains due, in whole or in part, Grantor shall maintain a policy of fire and casualty insurance insuring the improvements located upon the Secured Property against loss or damage, and containing provisions for fire, wind and extended coverage, in a face amount acceptable to the Beneficiary, naming the Beneficiary as an additional loss payee. Grantor shall provide the Beneficiary proof of insurance within ten (10) days of any demand therefor made by the Beneficiary or his successor in interest. Failure to timely provide proof of insurance shall constitute a default hereunder.
5. In the event the Grantor fails to provide the insurance coverage required in paragraph 4, above, then Beneficiary may obtain the required coverage for the protection of the Beneficiary at the cost and expense of the Beneficiary and add the cost of such coverage to the remaining principal balance of the note secured hereby. The provision of the insurance by the Beneficiary shall not serve to cure the default of the Grantor.

Beneficiary's Rights

1. Beneficiary may appoint in writing without notice to Grantor, a substitute or successor

trustee, without the necessity of the withdrawal or resignation of the Trustee named herein, who shall succeed to all rights and responsibilities of the Trustee upon the recording of an instrument making the appointment, executed by the Beneficiary, in the land records of Eureka County, Nevada.

2. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees incurred, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust, and shall be reimbursed to the Beneficiary within ten (10) days after Beneficiary shall have given notice of the payment to the Grantor by certified mail with return receipt requested to the address shown for the Grantor herein, or to such other address as Beneficiary shall have been given in writing hereafter for that purpose, and if not reimbursed, then Beneficiary shall be entitled to his remedy for default. In the alternative, Beneficiary may make written demand upon the Grantor requiring Grantor to perform the Grantor's obligation within ten days after the mailing of said notice by the Beneficiary, and if Grantor fails to so perform, then the Beneficiary may immediately proceed with his remedy for default.
3. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, which time shall be at least ten (10) days from the date of the mailing of the notice by certified mail with return receipt requested, unless an applicable statute provides a longer time, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due and payable, and said declaration may be set out in the aforementioned notice if the default is not cured in the time provided; and
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the laws of the State of Nevada, and,
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the laws of the State of Nevada.
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer, and liable for all costs of the prosecution of such action, including a reasonable attorney's fee.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Nevada law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted

prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.


9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. **Purpose Clause:** Grantor represents that this deed of trust and the note are given for the purpose of obtaining and securing an investment loan against the Secured Property.
14. **Purchaser Must Assume:** If any part of the property is transferred, the transferee must assume the debt and become personally liable for its payment, but such transfer shall not be permitted without the written consent of the Beneficiary. A transfer of title, possession, or any other interest in the property by the Grantor without the consent of the Payee shall constitute a default hereunder.
15. **Nonwaiver:** Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
16. **Inspection of Collateral:** Grantor agrees to allow Beneficiary or Beneficiary's agents to enter the property at reasonable times and inspect it and any personal property in which Beneficiary is granted a security interest by this deed of trust.
17. **Due on Sale Provision:** If all or any part of the Property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding: (a) the creation of a lien or encumbrance which is subordinate to this Deed of Trust; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law resulting from a death of the Grantor; (d) the grant of any leasehold interest of three years or less not containing an option to purchase, then Beneficiary may at the option of the Beneficiary declare this note to be in default and after 30-days' notice to cure said default, declare the remaining unpaid principal balance and the unpaid but accrued interest to be due in payable in full. Beneficiary shall have waived this option to accelerate if Beneficiary and Grantor's intended transferee shall have reached an agreement in writing that the credit of the transferee is acceptable to the Beneficiary and that the rate of interest charged upon the unpaid principal balance shall be as required by the Beneficiary. If Beneficiary has waived the option to accelerate and if Grantor's transferee has executed a written assumption agreement, accepted by the Beneficiary, then Beneficiary shall release the Grantor from all obligations under the Promissory Note and this Deed of Trust.
18. **Single Payment Provision:** The Grantor, in executing this Deed of Trust, acknowledges that the Promissory Note which is secured by this Deed of Trust contains a Single Payment Provision which provides for the payment in full of the Promissory Note on the date of maturity and that there will be no required regular monthly payments made during the original term of the Promissory Note. The Beneficiary, as a lender, has no obligation to renew, extend, alter, modify or otherwise loan money to the Grantor either before or at the time of maturity except as provided in the Note.
19. **Non-Homestead Provision:** The Grantor states upon his oath that the secured property

identified herein constitutes no part of her Nevada residential homestead as described in the Nevada Constitution and statutes.

20. **Partial Release Provision:** In the event that any of the parcels pledged as collateral for the repayment of loan secured by this Deed of Trust, the Beneficiary agrees to release the lien upon any parcel sold or refinanced provided that the proceeds derived from the sale or refinance are applied to the accrued interest and outstanding principal balance on the associated not.

Executed on the date first set forth above.

Disarm & Protect, Inc., A Texas corporation

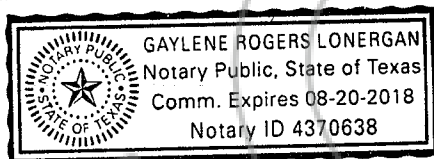
By: 
Jonathan Blount, its authorized officer

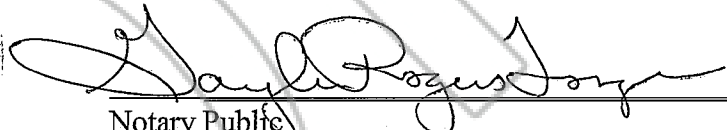
JURAT

STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was subscribed and sworn to before me this 5th day of March, 2018, by Jonathan Blount, the authorized officer of Disarm & Protect, Inc. who having been sworn upon his oath stated that he had read and understood the provisions of the foregoing document and that all of the statements made therein are true and correct.



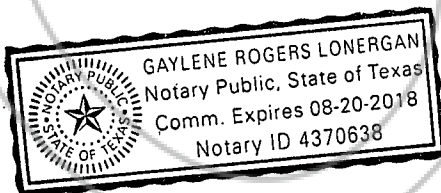

Notary Public

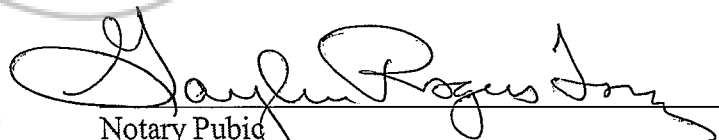
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was acknowledged before me on this 5th day of March, 2018 by Jonathan Blount, the authorized officer of Disarm & Protect, Inc.




Notary Public

AFTER RECORDING RETURN TO:

Grayhawk Construction, LLC, 11827 Brookhill Lane, Dallas, TX 75230

EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

PARCEL 1:

LOTS 3, 6, 7, 9 AND 10 OF BLOCK 1 OF THE TOWNSITE OF PALISADE ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, NEVADA, AS FILE NUMBER 13737.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION OF SAID LAND:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 IN BLOCK NUMBER ONE (1) OF SAID TOWNSITE OF PALISADE, THENCE WEST ALONG THE NORTH SIDE LINE OF SAID LOT 9, A DISTANCE OF 95 FEET; THENCE SOUTH PARALLEL WITH THE EAST END LINE OF SAID LOT 9 TO THE SOUTH SIDE LINE OF SAID LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST END LINE OF SAID LOT 9 TO THE NORTHEAST CORNER OF SAID LOT 9, THE PLACE OF BEGINNING.

PARCEL 2:

ALL THOSE CERTAIN LOTS, PIECES ON PARCEL SITUATE IN THE TOWN OF PALISADE AS SHOWN ON "MAP OF PALISADE" SURVEY DATED DECEMBER 1908, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BLOCK A: LOTS 1 THROUGH 7

BLOCK B: LOTS 1 THROUGH 5

BLOCK C: LOTS 1 AND 2

BLOCK D: LOT 1 THROUGH 6

BLOCK E: LOTS 1 THROUGH 6

LOTS 8 THROUGH 16

LOTS 18 THROUGH 29

BLOCK F: LOTS 1 THROUGH 7

LOTS 10 THROUGH 27

BLOCK G: LOTS 1 THROUGH 34

PARCEL 3:

TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M

SECTION 36; EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER EXCEPTING THEREFROM ANY PORTION LYING WITHIN THAT CERTAIN 400 FOOT WIDE STRIP OF LAND LYING ALONG THE EXISTING RAILWAY LINES AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931, IN BOOK 21, PAGE 26, DEED RECORDS, EUREKA COUNTY, NEVADA.

PARCEL 4

TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M

SECTION 36: NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; SOUTHWEST QUARTER OF THE NORTHWEST QUARTER

EXCEPTING THEREFROM ALL LANDS LYING WITHIN THE BOUNDARIES OF THE TOWN OF PALISADE.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M. LYING WITHIN THAT CERTAIN 400 FOOT WIDE STRIP OF LAND BEING A RIGHT OF WAY GRANTED BY THE UNITED STATES OF AMERICA TO THE CENTRAL PACIFIC RAILWAY COMPANY PURSUANT TO AN ACT OF CONGRESS DATED JULY 1, 1862 LYING ALONG THE EXISTING RAILWAY LINE AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931 IN BOOK 21, PAGE 26, DEED RECORDS, EUREKA COUNTY, NEVADA AND AS SHOWN ON RECORD

OF SURVEY OF THE TOWN OF PALISADE, NEVADA, FOR JOHN G. AND FRANK R. SEXTON RECORDED JANUARY 9, 2007 AS DOCUMENT NO. 207725, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA, SAID STRIP OF LAND BEING SHOWN ON SAID RECORD OF SURVEY AS A STRIP OF LAND LYING 200 FEET ON EACH SIDE OF THE "CENTERLINE OF OLD S.P.R.R. RT. OF WAY" AND THAT STRIP OF LAND SHOWN ON THE ABOVE DESCRIBED RECORD OF SURVEY BEING 200 FEET IN WIDTH LYING 100 FEET ON EACH SIDE OF CENTERLINE OF THE EXISTING NEV. S.P.R.R. RIGHT OF WAY BEING DESIGNATED ON BUREAU OF LAND MANAGEMENT RECORDS AS: NEV. 043256.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M LYING WITHIN THE RIGHT OF WAY GRANTED BY THE UNITED STATES OF AMERICA TO THE WESTERN PACIFIC RAILWAY COMPANY (MERGED INTO UP ON 06/16/1987) PURSUANT TO AN ACT OF CONGRESS DATED MARCH 3, 1875, AS EVIDENCED BY MAP FILING ON JUNE 15, 1910, WITH THE U.S. SURVEYOR GENERAL'S OFFICE.

FURTHER EXCEPTING THEREFROM THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M LYING WITHIN THE PROPERTY DESCRIBED IN THE DEED DATED OCTOBER 17, 1908, FROM THE EUREKA AND PALISADE RAILWAY TO THE WESTERN PACIFIC RAILWAY COMPANY, WHICH WAS RECORDED OCTOBER 28, 1908, BOOK 16, PAGE 56, DEED RECORDS, EUREKA COUNTY, NEVADA. EXCEPTING FROM THE ABOVE DESCRIBED STRIPS OF LAND THAT PORTION OF THE 400 FOOT STRIP OF LAND DESCRIBED ABOVE LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36 WHICH LIES EASTERLY OF A LINE 200 FEET DISTANT WESTERLY AND PARALLEL TO THE CENTERLINE OF THE EXISTING S.P.R.R. AS SHOWN ON SAID RECORD OF SURVEY.

FURTHER EXCEPTING THEREFROM THOSE CERTAIN LANDS KNOWN AS THE "CEMETERY LOT" CONVEYED TO EUREKA COUNTY, NEVADA, BY DEED RECORDED AUGUST 23, 1996, IN BOOK 300, PAGE 117, AS INSTRUMENT NO. 164408, OFFICIAL RECORDS, EUREKA COUNTY, NEVADA.

PARCEL 5:

TOWNSHIP 32 NORTH, RANGE 51 EAST, MDB&M

SECTION 36: ALL RIGHT, TITLE AND INTEREST OF UNION PACIFIC RAILROAD COMPANY IN AND TO THAT PORTION OF THE 400 FOOT STRIP LAND AS RESERVED BY THE CENTRAL PACIFIC RAILWAY COMPANY IN DOCUMENT RECORDED JANUARY 7, 1931 IN BOOK 21, PAGE 26, DEED RECORDS AS MORE FULLY DESCRIBED IN PARCEL II OF LANDS TO BE VESTED IN UNION PACIFIC RAILROAD COMPANY AS SET FORTH IN DECREE QUIETING TITLE RECORDED MARCH 9, 2010 IN BOOK 498, PAGE 316 AS INSTRUMENT NO. 214756, OFFICIAL RECORDS OF EUREKA COUNTY, NEVADA, SAID PORTION TO BE ALL THAT PART OF SAID RIGHT OF WAY LYING WESTERLY OF A LINE 200 FEET DISTANT AND PARALLEL TO THE CENTERLINE OF THE EXISTING S.P.R.R. AS SHOWN ON THE ABOVE DESCRIBED RECORD OF SURVEY.

Loneragan Law Firm PLLC
12801 N. Central Expressway #150
Dallas, Texas 75243

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