

LINCOLN COUNTY, NV

2022-162851

\$37.00

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FIRST AMERICAN TITLE INSURANCE COMPANY

OFFICIAL RECORD

AMY ELMER, RECORDER

**APN: 011-200-51, 011-200-50**  
**Order No. NCS-1127416-HHLV**  
**Recorded at the Request of:**  
Legacy Investments of Nevada, LLC  
Attn: Robert A. Sacks  
4189 Moose Hollow Rd.  
Park City, UT 84098

**When recorded mail to:**  
Legacy Investments of Nevada, LLC  
Attn: Robert A. Sacks  
4189 Moose Hollow Rd.  
Park City, UT 84098

*NCS-1127416*

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS, AND  
FINANCING STATEMENT**

THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE NEVADA UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

**This Deed of Trust, Security Agreement, Assignment of Rents, and Financing Statement** is made as of August 01, 2022 among Solutions of Sobriety NV, LLC, a Nevada Limited Liability Company, herein called **GRANTOR OR TRUSTOR** whose address is PO Box 97779, Las Vegas, NV 89193; Tamara Allen, herein called **GUARANTOR**; First American Title Insurance Company, herein called **TRUSTEE**, whose address is 8311 W. Sunset Rd. Suite 100, Las Vegas, Nevada 89113; and Legacy Investments of Nevada, LLC, a Nevada limited liability company ("**Legacy**") \$290,000 (59.18 %); Aviara Shadows, LLC, a California limited liability company ( "**Aviara**") \$200,000 (40.82%); herein collectively called **BENEFICIARY**, whose designated address is 4189 Moose Hollow Rd., Park City, Utah 84098. For purposes hereof and all other documents entered into in conjunction herewith, Grantor, Trustee, and Beneficiary

acknowledge that Legacy shall act as Beneficiary's designated representative and shall have all authority necessary to bind and act on behalf of Beneficiary with respect to the matters contemplated herein.

**Witnesseth:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Lincoln County Nevada, described as:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"**

**TOGETHER WITH** all and singular the tenements, improvements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

**TOGETHER WITH** all water rights, rights of way, and easements thereunto belonging or in anywise appertaining; and

**TOGETHER WITH** the leases, 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 PUPOSE OF SECURING:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by a certain Secured Promissory Note of even date herewith, and any extension or renewal thereof or amendment thereto, in the principal sum of \$490,000.00, executed by Trustor, in favor of Beneficiary or order (the "Note"). 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon. **A default in the payment of any sum due under the Note or this Deed of Trust or any other Deed of Trust encumbering this same property shall constitute a default hereunder whether or not the Beneficiary advances money to cure said default.**

**To Protect the Security of this Deed of Trust, Trustor Agrees:**

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

2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, 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 Notice of Default and Notice of Sale, as hereinafter provided.

3. The Grantor agrees to provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance coverage shall include, at a minimum, a commercial general liability policy naming Beneficiary as an additional insured and covering claims for death, bodily and personal injury, and property damage in the single limit amount of at least \$1,000,000.00. A certificate for such coverage shall be delivered to Beneficiary prior to closing of the loan secured hereby. Such insurance shall be carried in companies approved by Beneficiary with loss payable and cancellation protection clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged.

4. The amount collected under any insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

5. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said property, or any part thereof, of the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, Grantor 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.

6. The Grantor promises and agrees not to cause, permit, allow or suffer the presence, use, generation, manufacture, release, discharge, storage or disposal of any hazardous or toxic materials, substances or wastes as designated or regulated by applicable federal, state or local environmental laws (collectively "**Hazardous Materials**") on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Trustor shall immediately notify Beneficiary in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Trustee or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; and (c) Trustee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use. The Grantor further

agrees to indemnify Beneficiary for any losses, claims, costs, or expenses it incurs as a result of any claims, suits or other actions brought against it concerning the presence of Hazardous Materials on the real property encumbered hereby or other violations of environmental laws.

7. 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 moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

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

9. 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.

10. 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 Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or 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 plan thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

11. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed 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", and Trustee is authorized to retain this Deed of Trust and Note.

12. (a) Should default be made by Grantor 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 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 Note(s) and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell 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 shall be in the county in which the property to be sold, or any part thereof, is situated in the State of Nevada.

(c) The Grantor, Pledger and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personally.

(d) 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.

(e) At the time of sale so fixed, Trustee may sell the property so 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, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

(f) Unless otherwise prohibited by applicable law, Beneficiary shall have the right to credit bid any amount of the Note at any Trustee's sale of the property, including an amount that is less than the then-current outstanding balance of the Note. If the property is not sold at any such sale, Beneficiary shall have the right to direct the sale of the property through any other means with the property being listed for sale at a price approved by Beneficiary.

13. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale, expenses of preparing the property for 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; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of twenty-four percent (24%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

14. 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 property 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 its 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.

15. 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. Beneficiary may assign its rights under this Deed of Trust without the consent of Grantor.

16. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

17. 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 further holder, including pledgees, of the Note.

18. Where not inconsistent with the above, the following covenants, No. 1; 2; 3; 4 (the same interest rate as the Note); 5; 6; 7; 8; and 9; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

**19. If the Trustor shall refinance, sell, convey or alienate the herein described property or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner or way, without having first obtained Beneficiary's written consent to do so, the entire balance of the Note shall, at the option of the holder thereof without demand or notice immediately become due and payable. It is expressly acknowledged and agreed that, if Trustor is an entity, any direct or indirect transfer of more than ten percent (10%) of the capital stock, partnership or member interests of Trustor (whether in a single transaction or a series of separate transactions), as the case may be, shall constitute a transfer of the entire Property within the meaning of this paragraph.**

The parties agree that with respect to provision 18, the amount of fire insurance required by covenant 2 shall be the full replacement cost of the improvements and with respect to attorney's fees provided for by covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

20. As an express condition of Beneficiary making the loan secured by this Trust Deed, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge, or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the trust estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the property contrary to the provisions of this paragraph without the express written consent of Beneficiary, shall constitute a default hereunder and at Beneficiary's option, Beneficiary may require the Grantor to promptly remove such encumbrance at its sole cost and expense and/or declare the entire balance of principal and interest secured hereby immediately due and payable, whether such default is created by Trustor or an unaffiliated third party

asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect; provided that Beneficiary shall not exercise such option if such exercise is prohibited by applicable law.

21. This Trust Deed shall be self-operative and shall constitute a Security Agreement as defined in the Nevada Uniform Commercial Code (the "**UCC**") with respect to all rents, leases, purchase agreements, and all of those portions of the property which constitute personal property or Fixtures (as defined in the UCC) governed by the UCC, provided, however, Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor (such power coupled with an interest) to execute, deliver and, if appropriate, to file any agreement, financing statement or other instruments as Beneficiary may request or require in order to impose or perfect the lien or security interest hereof. Beneficiary shall be entitled to all the rights and remedies of a "secured party" under the UCC. Notwithstanding the foregoing, this Trust Deed is intended to serve as a financing statement and a fixture filing pursuant to the terms of the UCC. This filing is to be recorded in the real estate records in the county in which the Property is located. In addition, a carbon, photographic or other reproduced copy of this Trust Deed and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

22. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all leases, rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until the occurrence of an event of default under the Note (an "**Event of Default**"), Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to such Event of Default as they become due and payable. If any Event of Default shall occur, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. In furtherance thereof, Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact (which appointment is coupled with an interest), at the option of Beneficiary at any time and from time to time following any Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all rents and apply the same to the payment of Trustor's obligations to Beneficiary in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under any leases affecting the property directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

Trustor agrees that it will not collect rent on the property more than one month in advance or lease the property other than on commercially reasonable terms.

The assignment of the rents of the property in this Section is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. Beneficiary's rights to the rents are not contingent upon and may be exercised without possession of the Property.

23. If a leasehold estate constitutes any portion of the property, Trustor agrees not to amend, modify, extend, renew or terminate such leasehold estate, any interest therein, or the lease granting a such leasehold estate without the prior written consent of Beneficiary, which consent may be withheld by Beneficiary in its absolute and sole discretion. Consent to one amendment, modification, extension or renewal shall not be deemed to be a waiver of the right to require consent to other, future or successive amendments, modifications, extensions or renewals. Trustor agrees to timely pay any sums due under any lease creating the leasehold estate on or before the date due and to timely perform all obligations and agreements under said leasehold. Trustor shall not take any action or omit to take any action which would effect or permit the termination of said leasehold estate. Trustor agrees to promptly notify Beneficiary in writing with respect to any default or alleged default by any party thereto and to deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by Trustor, within three days of its receipt, with respect to any such default or alleged default. Beneficiary shall have the option, but not the obligation, to cure any such default and to perform any or all of Trustor's obligations thereunder. All sums expended by Beneficiary in curing any such default shall be secured hereby and shall be immediately due and payable without demand or notice and shall bear interest from date of expenditure at the default rate specified in the Note.

24. Trustor hereby agrees to indemnify and defend Beneficiary and its members, owners, investors, lenders, officers, legal counsel, employees and agents from and against, and Trustor will hold Beneficiary and all such persons harmless from and against, any liability, loss, expense, damage, fees (including reasonable attorneys' fees), suits, action or proceedings, whether pending or threatened, suffered or incurred as a result of Trustor's failure to observe, perform or discharge any of its obligations pursuant to this Trust Deed or the Note or any misrepresentation made by or on behalf of Trustor pursuant to this Trust Deed or the Note. The foregoing obligations shall survive the repayment of the Note until the applicable statute of limitations has expired.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to it at its address hereinabove set forth.

Time is of the essence hereof.

The Note or a partial interest therein (together with this Trust Deed) may be sold one or more times without prior notice to Trustor. There also may be one or more changes of the loan servicer unrelated to a sale of the Note.



If any provision of this Trust Deed is declared by a court of competent jurisdiction to be invalid for any reason such invalidity shall not affect the remaining provisions of this Trust Deed. The remaining provisions shall be fully severable, and this Trust Deed shall be construed and enforced as if the invalid provision had never been included herein.

Without limiting any of the foregoing provisions of this Trust Deed, and for clarification, Trustor agrees that this Trust Deed is pledged as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter existing owing and to become due, from Trustor as well as any of its affiliates to Beneficiary or to assignees thereof, howsoever created, whether under this Trust Deed, the Note or any other instrument, obligation, contract, guarantee or agreement of any and every kind among any of Trustor or its affiliates and Beneficiary, and whether direct, indirect, primary or secondary, fixed or contingent and any renewals, modifications or extensions of any of the foregoing; *provided, however*, that notwithstanding anything to the contrary herein or therein neither the Guaranty (as defined in the Note) nor any other similar agreement between Trustor or any of its affiliates and Beneficiary or any of its Affiliates are secured by this Trust Deed and, notwithstanding anything to the contrary herein or in any other such loan document, all obligations arising under any such documents are unsecured obligations. A default, not cured within any applicable curative period by Trustor or any of its affiliates, as applicable, in any such other instrument, obligation, contract, guarantee or agreement of any kind now or hereafter existing among Trustor or any affiliate and Beneficiary, shall constitute a default hereunder and, in like manner, a default hereunder not cured within any applicable curative period shall constitute a default under the terms of such other instrument, obligation, contract, guarantee or agreement. All property of Trustor or any of its affiliates which stands as security for any of the loans made by Beneficiary to Trustor or any of its affiliates, whether currently existing or hereafter advanced, shall stand as cross collateral security for all such loans.


Each of the undersigned Trustors agree to be jointly and severally liable for all obligations of Trustor set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

MAKER:

SOLUTIONS OF SOBRIETY NV, LLC

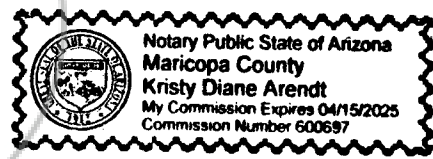
By:   
Solutions of Sobriety NV LLC, Managing Member  
By: Tamara Allen, Managing Member

STATE OF ARIZONA     )  
                                          ) ss:  
COUNTY OF MARICOPA )

On this 1<sup>st</sup> day of August 2022, personally appeared before me, a Notary Public, in and for said County and Tamara Allen, authorized agent of Trustor, personally known to me to be the person described herein and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
NOTARY PUBLIC  
KRISTY DIANE ARENDT, NOTARY PUBLIC

My Commission Expires: 4/15/2025



IN WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

GUARANTOR:

Tamara Allen,

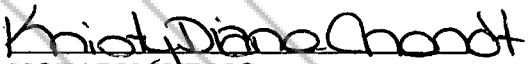
By: 

Tamara Allen, Guarantor

TAMARA ALLEN, GUARANTOR

STATE OF ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )

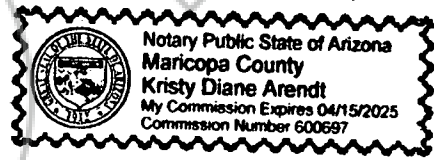
On this 15<sup>th</sup> day of August, 2022, personally appeared before me, a Notary Public, in and for said County and Tamara Allen, Guarantor, personally known to me to be the person described herein and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC

KRISTY DIANE ARENDT, NOTARY PUBLIC

My Commission Expires: 4/15/2025



[Signature Page to Trust Deed]

**EXHIBIT A**

The land referred to herein below is situated in the County of Lincoln, State of Nevada, and described as follows:

PARCELS 3 AND 4 AS SHOWN ON THE PARCEL MAP FOR DENNIS T. & GERALDINE PERKINS  
RECORDED JUNE 28, 2001, IN PLAT BOOK B, PAGE 376 AS FILE NO. 116554, FILED IN THE OFFICE OF  
THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

Assessor's Parcel No.: 011-200-51, 011-200-50

