			DE-172		
		IONE AND FAX NOS.:	FOR COURT USE ONLY		
NIPL LLC/ COLLECTIC	INS DEPT				
PO BOX 1015					
1980 BUSINESS 65					
HOLLISTER MO 65673					
email:niplcollections@c	utlook.com		FILED Superior Court of California County of Los Angeles		
ATTORNEY FOR (Name)			County of Los Angeles		
SUPERIOR COURT OF C	ALIFORNIA, COUNTY OF				
STREET ADDRESS 111 N. H	IILL ST		SEP 18 2023		
MAILING ADDRESS			man in the subled of Court		
CITY AND ZIP CODE LOS AN			David W. Slayton, Executive Officer/Clerk of Court		
BRANCH NAME STANLE	Y MOSK		By: Y. T. LIN, Deputy		
ESTATE OF (Name): LISA MARIE PRESLEY	17 THE PROMENADE TRUST	DECEDENT			
· ···			CASE NUMBER		
	CREDITOR'S CLAIM		23STPB00893		
You must file this claim:	with the court clerk at the court address above	before the LATER of	(a) four months after the date letters		
(authority to act for the e Administration was give copy of this claim to the WARNING: Your claim	estate) were first issued to the personal represent in to the creditor, if notice was given as provide personal representative and his or her attorne will in most instances be invalid if you do not p personal representative and his or her attorney	entative, or (b) sixty da d in Probate Code se y. A proof of service i properly complete this	ays after the date the Notice of ction 9051. You must also mail or deliver a is on the reverse.		
1. Total amount of the	claim: \$3,800,000.00	/ _ /			
2. Claimant (name):	T.DI LLC/NAUSSANY	Trivestment	·s à Private Lending LLC		
a. 🗍 an individu			, , , , , , , , , , , , , , , , , , , ,		
	at or entity doing business under the fictitious				
	, ,				
d a corporati e other (spec	hip. The person signing has authority to sign o ion. The person signing has authority to sign o cify): (specify): NIPL COLLECTIONS DEPT PO BO	n behalf of the corpora	ation.		
	he creditor a person acting on behalf of IONS: CAROLYN WILLIAMS REP NIPL/NAUS				
	the personal representative the attor take this claim which is just and due or may be orting the claim are on reverse				
I declare under penalty of	of perjury under the laws of the State of Califor	nia that the foregoing	is true and correct.		
Date: 06-14-2023			$\langle \rangle \rangle \langle \rangle \rangle$		
CAROLYN WILLIAMS S	R COLLECTION OFFICER	A mark	consult littlemos		
(TYPE OF	PRINT NAME AND TITLE)		SIGNATULE OF CLAIMANT		
	INSTRUCTIONS	TO CLAIMANT	$\checkmark$		
	nize the claim and show the date the service w the amount claimed for each item. Do not inclu				
B. If the claim is not du	ue or contingent, or the amount is not yet asce	rtainable, state the fac	cts supporting the claim.		
unavailable.) If secu	If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security				
	refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)				
the reverse.	by to the personal representative and his of he	r adomey, completer	are a roor or maning or personal Derivery On		
	sentative or his or her attorney will notify you w	when your claim is allo	wed or rejected.		
G. Claims against the	estate by the personal representative and the d in Probate Code section 9100. See the notice	attorney for the person ce box above.			
Earn Anaround by the	(Continued o				
Form Approved by the Judicial Council of California	CREDITOR		Probate Code, §§ 9000 et seg , 9153		
DE-172 [Rev. January 1, 1998]	(Prob	atej			

ESTATE OF (Norme):		CASE NUMBER:			
L	FACTS SUPPORTING THE CREDITOR'S (				
	See attachment (if space is insufficie				
Date of item	Item and supporting facts		Amount claimed		
05-16-2018	Promissory Note # 1388853				
05-16-2018	8 Deed of Trust signed and Notarized by Borrower, was not filed do to an agreement of loan				
	being paid in full on due date of 05-16-2022. Borrower understood	that if she default on Loan			
	of Trust. See attached				
	of several attempts of letters mailed to 21021 Ventura Blvd 340 Woodland Hills CA 91364,				
	namely Lisa Marie Presley, which were refused and returned, which has caused Lender to				
	take legal action and file this Creditors Claim.				
	Property used to secure loan # 1388853 Graceland/EPE 15% Lisa	Marie Presley portion.			
08-10-2015	B-10-2015 Borrower took out a smaller loan with Lender, which was paid back by a cash deposit into				
	Lender's bank account by borrower namely Lisa Marie Presley on J 033164401	luty 19, 2016, Note #			
	Lender has not had any contact with Borrower namely Lisa Marie P 03-23-2022	resley since date of			
	Lender will agree to a settlement arrangement to not proceed with it	east action if the Trustee			
	agrees to pay in full 75% of the note of seid amount \$3,800,000.00	-			
	amount to be paid to \$2,850,000.00, and can be paid within 45 days				
		TOTAL:	\$ 3,800,000.00		
PROO	F OF X MAILING PERSONAL DELIVERY TO PERS				
<ul> <li>(Be sure to mail or take the original to the court clerk's office for filing)</li> <li>1. I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age.</li> <li>2. My residence or business address is (specify):</li> <li>3. I mailed or personally delivered a copy of this Creditor's Claim to the personal representative as follows (check either a or b below):</li> </ul>					
<ul> <li>a. x Mail. I am a resident of or employed in the county where the mailing occurred.</li> <li>(1) I enclosed a copy in an envelope AND</li> </ul>					
(a) x deposited the sealed envelope with the United States Postal Service with the postage fully prepaid.					
(b) placed the envelope for collection and mailing on the date and at the place shown in items below following					
our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and					
mailing, It is deposited in the ordinary course of business with the United States Postal Service in a sealed					
envelope with postage fully prepaid. (2) The envelope was addressed and mailed first-class as follows:					
(a) Name of personal representative served: Trustee-Riley Keough					
(b) Address on envelope: 21021 VENTURA BLVD #340 WOODLAND HILLS CA 91364					
(C) Date of mailing: 07-28-2023					
<ul> <li>(d) Place of mailing (city and state):</li> <li>b. Personal delivery. I personally delivered a copy of the claim to the personal representative as follows:</li> </ul>					
	te of personal representative served;	epresentative as follows:			
(2) Address where delivered:					
(3) Date of mailing:					
	elivered:				
	y of perjury under the laws of the State of California that the foregoing	s is true and correct.			
Date: 07-25-2023		YLD			
CAROLYN WILLIAMS		Juphy Jullian	<u>102</u>		
(TYPE OR PRINT NAME OF CLAMANT) DE-172 (Rev. January 1,1998) CREDITOR'S CLAIM					
(Probate)					
	I privacy, please press the Clear you have printed the form. Print this form Save this	form	Clear this form		
	the second s	<b>_</b> _			

#### **Request for Records**

Cheryl cheryl.w@usbank.com>

Thur 7/20/2023 9:32 AM

To: Kurt Neusseny Aneussenyinvestmentalle@outlook.com>

Cc: < e8315174adminrecords@usbank.com>

Mr. Neussany,

I am in renaise of your request for records on or about August 9,2015 to June 9, 2018. I will need to send to our microfilm data dept to get you copies of cashier's checks your requesting. Please allow up to 5 business days for your request, I can notify you by small or tolephone when they are ready. If there is anything else I can help you with do not hesitate to give us a call.

I will see about getting a copy of this transaction for you, since it was a cash deposit, I will put in for reference of deposit slip copy.

Thank You for letting me assist you with your banking needs. Cheryl W. Customer Service 800 872-2657



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**RE: Request for Records** 

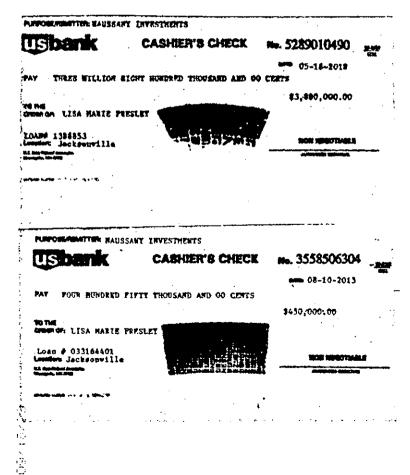
Kurt Naussany <naussanyinvestmentsllc@outlook.com> Thur 7/20/2023 10:53 AM

To: Cheryl W. <Cheryl.w@usbank.com> Thank you very much as our company is needing asap as it is time sensitive. I will have to call our

Accounting Dept to see what records they have for the transactions we are requesting. I will keep checking back with you on this matter.

Regards Kurt Naussany Naussany Investments & Private lending LLC Jacksonville, FL 727-268-7074

# Attachment .jpg



# LOAN AGREEMENT

THIS LOAN AGREEMENT dated this 10th day of August, 2015

## BETWEEN:

Nausseny Investments of Jacksonville, Florida LENDER

OF THE FIRST PART

AND

Lisa Marie Presley of Woodland Hills, CA 91364 BORROWER

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain avonice (Loan) to the Borrower repaying the Loan to the Lender, the partice agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

## Loan Amount & Interest

 The Lender promises to loan \$450,000.00 to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal, and the payment be as one payment as agreed, to be paid on the 10<sup>th</sup> day of August 2016.

## Payment

2. This Loan will be repaid in full on August 10, 2016.

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## LMP-2015/033164401

At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

## Default

- 4. Notwithstanding to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interast due under this Agreement at that time to be immediately due and payable.
- 5. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment within 10 days, the Borrower will be charged a \$30 USD late fee per day fate.

## Extra Clause

6. No Fee Loan, Borrower agrees to pay in full by August 10, 2016 and Borrower understands that she only has 10 days past due date to pay in full before fees are added.

## Governing Law

7. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.

## <u>Cost</u>

8. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the

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principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

# **Binding Effect**

9. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

## Amendments

10. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

## Severability

11. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **General Provisions**

12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

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LMP-2015/033164401

## Entire Agreement

 This Agreement constitutes the entire Agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signature on this 10<sup>th</sup> day of August 2015.

SIGNED this 10th day of August 2015 Naussariy Investments & Private Lending LLC

SIGNED this 10th day of August 2015

# NOTARY ACKNOWLEDGMENT-LENDER

STATE OF FLORIDA

COUNTY OF 1 JUVA

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2015, by Naussany Investments & Private Lending LLC, who is personally known to me or who has produced  $D \cap VCr5 \square C$  as identification.

NOTARY PUBLIC

(print name)

## NOTARY ACKNOWLEDGMENT-BORROWER

STATE OF FLORIDA

COUNTY OF <u>MUNC</u>

The foregoing instrument was acknowledged before me, by means of physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_\_ day of August, 2015, by Lisa Marie Presley, who is personally known to me or who has produced \_\_\_\_\_\_  $(Vers = 10^{-10} \text{ cm})$  as identification.

NOTARY PUBLIC

(print name)

Cash Loan

# STANDARD PROMISSORY NOTE

- -- -- -

1. THE PARTIES. On May 16, 2018, One (1) individual known as Lias Marie Presley of 21021 Ventura Blvd, Unit 340, Woodland Hills, CA 91364, referred to as "Borrower".

HAS RECEIVED AND PROMISES TO PAY:

NAUSSANY INVESTMENTS & PRIVATE LENDING of Jacksonville, Florida referred to as "LENDER", the sum of @3,800,000 00 US Dollars, Referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 0.00 percent (%) per annum, referred to as the "Interest Rate". Beginning on May 16. 2018 under the following terms and conditions:

2. PAYMENTS. The full balance of this Note, including any accrued interest and late fees is due and payable on May 16, 2022, referred to as the "Due Date". The Borrowed Money shall be at any time as long as it is before the Due Date and not in violation of any Propayment Penalties as mentioned in Section 6.

In addition, money that is not paid by the Borrower on time for any installment or lump sum payment will be charged the interest Rate of 4.25% of late fees.

3. SECURITY. This note shall be secured under the following conditions:

The Borrower agrees to Security of her 15% ownership in Elvis Presley Enterprises, 3734 Elvis Presley Blvd., Memphia TN 38116 and that Borrower understands that for release of "Lisn" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

The Borrower agrees to Security of her 100% ownership in the following real estate listed in The Promensels Trust/Graceland 3734 Elvis Prosley Blvd, Memphia, TN 38116 and that Borrower understands that for release of "Lien" full amount of funds borrowed will need to be paid in full or by default the Lien will be filed and legal action taken.

Property Description: Graceland 3734 Elvis Prealey Blvd, Memphis, TN 38116 The Promenade Trust (filed in Lor Angeles County Los Angeles CA) Legal Description: Part of the Ruth Brown Moore 179.42 acre tract of Lot 3 in Section 2, Township 1, Range & West being more particularly described as follows: Being at a point in the sast line US Highway No 51 South, a distance of 929.43 feet

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Northwardly, as measured along the east line of said highway, from its intersection with the north line of Timothy Drive, said point of beginning being the southwest corner of the Ruth Brown Moore 18 acre tract; thence outh along the east line of said highway so 51 south a distance of 490 feet to a point; thence east 900 feet to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre tract thence eorth 80 degrees 56 minutes 30 seconds east, along the north line of said tract 219.2 feet to a point thence south 801.14 feet to a point thence 104.1 feet to a point thence 100 feet to a point in the south line of the Ruth Brown Moore 18 acre tract thence west along the south line of said tract 1015.10 feet to the point of beginning containing an area of 13.891 acres.

referred to as the "Security", which only by default will transfer to the possession and ownership of the Lender LMMEDIATELY IF THIS NOTE should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, the Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

If the Borrower defaults under this Note the Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole option to accept it as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest as the maximum rate allowed by law.

4. INTERST DUE IN THE EVENT OF DEPAULT. In the event the Borrower fails to pay the note in full on the Due Date, the unpaid principal shall accrue interest at the maximum rate allowed by law until the Borrower is no longer in default.

5. ALLOCATION OF PAYMENTS. Any payments made paid by borrower will be credited, borrower understands that if note goes in default penalties will apply.

6. PREPAYMENT. Borrower may prepay this Note without penalty as long as there is no DEFAULT.

7. ACCELFRATION. If the Borrower is in default under this Note or is in default under another provision of this Note, such default is not cured within the minimum allotted time by law after written notice of such default, then Leoder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable. This includes rights of possession to the Security mentioned in Section 3.

4. ATTORNEYS' FEES AND COSTS. Burrower shall pay all owns incurred by Londer in collecting sums due under this Note after default, including reasonable attorneys' fees. If lender or Borrower sues to enforce the Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and cost incurred in the proceeding (including these incurred in any #1388853)

baukruptcy proceeding or appeal) from the non-prevailing party.

9. WAIVER OF PRESENTMENTS. Borrower waives presentment for payment, a notice of dishonor, protest, and notice of protest.

10. NON-WAIVER. No failure or delay by Lender in exercising Lenders' rights under this Note shall be considered a waiver of such rights.

11. SEVERABILITY. In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

12. INTEGRATION. There are no verbal or other agreements that modify or affect the terins of this Note. This note may not be modified or amended except by a written agreement signed by Borrower and lender.

13. CONFLICTING TERMS. The terms of this Note shall have authority and precedence. over any conflicting terms in any referenced agreement or document.

14. NOTICE. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage propaid, return receipt requested, (c) by facsimile, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. GUARANTORS. There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other then the Borrower and the said security of this Note

16. EXECUTION. The Borrower executes this Note as a principal and not as a surety. There is no Co-Signer,

17. GOVERNING LAW. This note shall be governed under the laws in the State of Florida.

With my signature below, I have read and understood this Promissory Note and fully understand the definitions, actions and consequences of this Promissory Notes

BORROWERS' SIGNATURE LIDA MARI #1388853

## STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before one this Deby of U.L. 2018, by means of W physical presence or () online notarization, by LISA MARIE PRESLEY, who says that she is the BORROWER of this PROMISSORY NOTE and that she has read the foregoing, and is either known to me or produced a current Driver's License as identification.

NOTARY PUBLIC:

sign: Kinhale Print Kniver ( ) Print binders State of Herney & Dructicest My Commission roumber 15: Re-Same at Panta Jose March 26, 2018 In Inc. CO 264 163

My Commission Expires: Mar 14 LON

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UMP PN #1388853 0516201# WFB

DATED THIS 16TH DAY OF MAY 2018

(Solo Owner Lisa Marie Presley/ Elvis A. Presley Residuary Trust/The Promenade Trust/Lisa Marie Presley.)

LENDERS' SIGNATURE (or acting representative)

NACISSA CHORNEL PROVINCE C

DATED THIS 16TH DAY OF MAY 2018

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To the best of my knowledge the following is an estimated list of Debts & Assets

Federal Tax California Franchise Tax American Express Cith Card GM Financial Med \$1030584.94 (year 2017) \$370000.00 (year 2017) \$210000.00 \$10000.00 \$68732.00 \$130000.00

 Doutsche Bank IVF
 \$2990.00

 Wells Fargo (total for accounts)
 \$150000.00 estimate

 Coes Hall (UK)
 \$5000000 00 estimate (financed with mortgage)

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LMP PN #1388853 05162018 WFB Mail to:

Recorder Clerk:

# DEED OF TRUST

This Deed, effective this 15<sup>th</sup> day of May, 2018, by and among Lisa Maria Presley, with address at 21021 Ventura Bivd #340, Woodland Hills, CA 91364 ("Trustor"), and Naussany Investments & Private Landing LLC, Jacksonville, FL ("Lein Holder Beneficiary").

Witnesseth that the Trustor, for valuable consideration, hereby coveys, assigns, and confirms unto the Lender, in trust and with power of sale for the security of the Beneficiary, and subject to the terms of this Deed of Trust, the real property located in the County of SHELBY, State of Tennessae, and more particularly described as follows: ADDRESS OF DESCRIBED PROPERTY SET BELOW: 3734 ELVIS PRESLEY BLVD, MEMPHIS IN 38116

Property Description: Oraceland 3734 Elvis Prealey Blvd, Monphis, TN 38116 Elvis Arron Prealey Residuery Trust/ Lies Marie Prealey

The Promenside Trust (filed in Los Asgoles County Los Angeles CA) Legal Description: Part of the Rath Brown Moore 179.42 scree tract of Lot 3 in Section 2, Township 1, Range 8 West being more particularly described as follows: Being at a point in the asst line US Highway No 51 South, a distance of 929.45 feet Northwardly, as measured along the east line of said highway, from its intersection with the north line of Tamothy Drive, said point of beginning being the southwest corner of the Ruth Brown Moore 18 acre tract; thence sorth along the southwest corner of the Ruth Brown Moore 18 acre tract; thence sorth along the suit line of said highway to 51 south a distance of 490 fast to a point; thence east 900 fast to a point thence north 210.92 feet to a point in the north line of the Ruth Brown Moore 179.42 acre that thence morth 210.92 feet to a point in the south line of the Ruth Brown Moore 179.42 acre that thence north 210 so degrees 56 minutes 30 seconds east, along the sorth line of said tract 219.2 feet to a point funce south 601.14 feet to a point thence 104.1 feat to a point thence 100 foet to a point in the south line of the Ruth Brown Moore 179.43 acre and fine of said tract 1015.10 feet to the point of beginning containing an atte of 13.891 acres.

together with any improvements on the said real property, and the rents, issue, profits, or any proceeds thereof, as well as any easements, right-of-way, licenses, awards, or any other benefits related to the said real property.

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The purpose of this Deed of Trust is for the abovementioned real property to secure the obligations of the Trustor to the Beneficiary, whether existing now or after the signing of this Agreement, including the following:

- Payment of a promissory note or obligation executed by the Trustor in favor of the Beneficiary dated May 16<sup>th</sup> 2018, whether or not incorporated or attached herein, with a principal indebtedness of \$ 3,800,000.00.
- Performance of any other obligation of the Trustor in favor of the Beneficiary as may be incorporated or attached hemin.
- 3. Payment of any other sums which the Trustor may borrow from the Beneficiary.
- Payment or reimbursement of any costs relating to the enforcement of this Deed of Trust.

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

- The Trustor shall pay any indebtedness to the Beneficiary, when due and without any delay, including all related interests, penalties, fees, and charges.
- 2. The Trustor shall keep the real property in good condition, including all improvements, structures, or features included in the same, and execute all acts (including repairs) as may be required or necessary in order to reasonably maintain the value of the said real property.
- 3. The Trustor shall promptly address any actions, proceedings, or obligations affecting the real property at its own expense, including payment of any real estate taxes, discharging any lease or encumbrances, and all proceedings or custs its relation to the same.
- The Beneficiary, through a written and recorded instrument, may appoint a successor or substitute Trustee.
- 5. The Beneficiary or its representatives are entitled at anytime to inspect the real property for the purpose of doing or executing any ects it is entitled to perform under this Agreement, or any other agreement between the Beneficiary and the Trustee.

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- 6. The Trustor shall maintain required and competent insurance policies for the real property, including fire, hazard, personal liability, and any other insurance which the Beneficiary may reasonably require, and pay all premiums for the same.
- For the enforcement or performance of this Deed of Trust, the Trustee shall not be required to pay or risk any of its own funds since the said responsibility for the same shall belong to the Trustor.
- This Deed of Trust shall inure for the benefit, and shall be binding with respect to the representatives, helrs, assigns, and successors of its respective parties.
- 9. The Trustor shall assign any proceeds, damages, compensation, and awards in relation to any eminent domain proceedings in relation to the real property, notify the Beneficiary of the existence of the any eminent domain notice or proceedings within five (5) days of knowledge, and elect whether any such proceeds should be applied to its principal indebtedness or in order to restore the real property prior to its previous value prior to condemnation.
- 10. The Trustor shall be considered in default: 1) If it delays in any payment or with the performance of any obligation secured by this Deed of Trust; 2) If it breaches any term or warranty of this Deed of Trust; 3) If it sells, assigns, leases, or conveys the neal property in any manner, or causes any encumbrance on the same without the express consent of the Beneficiary.
- 11. If the Trustor defaults, then the Beneficiary may consider any or all obligations secured by this Deed of Trust as immediately payable and/or enforceable, without the need for any demand, notice or presentment of any kind (or to the minimum extent as may be required by law with respect to such demand, notice or presentment). Further, the Beneficiary shall be entitled to do any action (including taking possession of the real property), pay any sums, or enter into any proceedings in order to preserve, restore, or enhance the real property, including all actions to preserve, nestore, enhance or collect on any proceeds from the same. The Beneficiary resorting to any authorized action which it may have under this section shall not be construed as curing the default of the Trustor, or invalidating any of the rights or claims of the Beneficiary.

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- 12. Additionally if the Trustor defaults, the Beneficiary may also commence an action or actions to foreclose this Deed of Trust as a Mortgage after giving notice of the time, place and terms of such sale of the Mortgaged Property to be sold in the manner required by applicable law, whether the sald sale shall involve the entire or a portion of the sald property at the election of the Beneficiary, to seek deficiency judgment in relation thereto, and to do any other action it is not precluded from doing under any relevant laws in furtherance of any of its rights under this Deed of Trust. The Trustee shall then execute a transfer of title and deliver the possession of the Mortgaged Property to the purchaser or purchasers as the case may be, and the Trustor warrants that the same shall be provided without any objection or delay. The Trustee shall receive the proceeds thereof and shall apply the same as required by applicable law. A partial sale of the Mortgaged Property shall not exhaust the Power of Sale by the Beneficiary over the same.
- 13. The remedies afforded to the Beneficiary or Trustee under this Deed are exclusive and cumulative with respect to any rights or remedies afforded to the Beneficiary or Trustee detailed under this Deed of Trust, and are in addition to any other rights are remedies afforded under relevant laws.
- 14. Trustee shall reconvey to the Trustor, upon full payment of Trustee's fees and without any warranty, the real property subject of this Deed upon written request of the Beneficiary expressing that all indebtedness secured has been paid and/or has been satisfied. Recitals contained in the reconveyance shall be conclusive evidence of its truthfulness.
- Any rights or remedies afforded to the Beneficiary shall be free from any statutory or common law right of redemption, marbal share, homestead, or all other exemptions.
- 16. For any of its rights or remedies under this Deed, the Beneficiary may act through the Trustee. For this Deed, both the Beneficiary and Trustee may act through their respective representatives, agents, or employees.
- 17. The invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

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- 18. The Trustor warrants that it lawfully owns fee simple title to and has the right to immediate possession of the premises.
- The Trustor warrants that the real property is free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other ilens and encumbrances of whatsoever nature.
- 20. The Trustor and Lender (also known as Beneficiary) have agreed not to file this Deed of Trust unless Trustor, Lisa Marie Presley defaults on Promissory Note Dated May 16, 2018 and said note is due on May 16, 2022.

. .

In witness whereof, the parties have hereunto set their hand and seal the day and year first above writte 5 رمز Trustor s fure Trustee S ure. Lica Marie Presley Se Présley Trustee ΓT Trustor Elvis Arron Presley Residuary Trust Promenade Trust/ Lisa Marie Desley Sole Owner of Graceland/ EPE 15% Ownership

} \$\$

# Acknowledgement Of Notary Public

State of Florida}

County of DUVAL

On this day personally appeared before me USA MARIE PRESLEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the <u>ILLE</u> th day of <u>May</u> 2018\_\_\_\_\_\_. <u>Himbular</u> A PhilphyL\_\_\_\_\_

#1388853

NOTARY PUBLIC in and for the State of Florida

NOTARY PUBLIC EXAMPLE L ARLINES Inter Adds See of Parts Come Septe Real 25, 2018 Considers In. 10 764762

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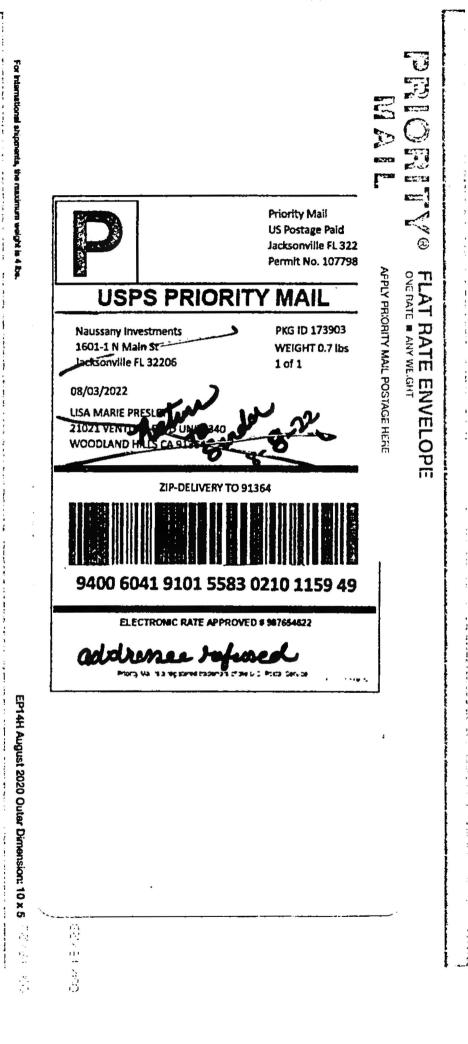
My commission expires Mor 26 2819

Representative of Naussany Investments & Private Lending LLC Also Known as Beneficiary of this Deed of Trust

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09/18/23

