

This form is used in connection with deeds of trust insured under the one-to four-family provisions of the National Housing Act.

# DEED OF TRUST

THIS DEED OF TRUST, made this 11TH day of SEPTEMBER, 1984, by and between ROBERT R. RUDNICK, AN UNMARRIED MAN

hereinafter called Grantor, and FIRST FINANCIAL SERVICE CORPORATION, A NEVADA CORP hereinafter called Trustee, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEVADA

, a Corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular.

**WITNESSETH:**

WHEREAS, the said Grantor is justly indebted to the said Beneficiary in the sum of FIFTY-SIX THOUSAND AND NO/100-----Dollars (\$ 56,000.00 ).

legal tender of the United States of America, evidenced by a certain promissory note dated 11 SEPTEMBER 1984, providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 1 OCTOBER 2014

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the Grantor in consideration of the foregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey and confirm, unto the said Trustee, its successors and assigns, all that certain lot or parcel of land situated in County of DOUGLAS

State of Nevada, described as follows:

LOT 91, AS SHOWN ON THE "FINAL MAP OF CARSON VALLEY ESTATES SUBDIVISION UNIT NO. 5," FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 11, 1972.

A.P.N. 25-402-03

MORTGAGE INSURANCE PREMIUM RIDER PER EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

ADDENDUM PER EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

IN THE EVENT OF TRANSFER OF THE SAID PROPERTY AND ASSUMPTION OF ANY INDEBTEDNESS SECURED HEREBY, A FEE OF \$45.00 WILL BE CHARGED.

Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in connection with the real estate herein described.

TO HAVE AND TO HOLD the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

First. - To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the

covenants herein provided; and upon the full payment of said note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, changes, commissions, half-commissions, and expenses, to release and reconvey in fee unto and at the cost of the said Grantor the said described land and premises.

*Second.* - Upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the Beneficiary on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance or expense of litigation, with interest thereon at the rate provided for in the principal indebtedness per annum from date of such advance (*it being hereby agreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof or in the payment of any of said cost, expense of litigation, as aforesaid, the Beneficiary may pay the same and all sums so advanced, with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand*), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said Trustee, or the trustee acting in the execution of this trust, shall have power, in strict accordance with the applicable laws of this State, and it shall be its duty thereafter to sell, and in case of any default of any purchaser to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the Trustee, or the trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charge, and expenses, including all attorneys' and other fees, and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale; Secondly, to retain as compensation a commission of one per centum (1%) on the gross amount of the said sale or sales; Thirdly, to pay whatever may then remain unpaid of the principal of the said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable, at the election of the Beneficiary; and, Lastly, to pay the remainder of said proceeds, if any, to said Grantor, or assigns, upon the delivery of and surrender to the purchaser, his, her, or their heirs or assigns, of possession of the premises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And it is further agreed that if the said property shall be advertised for sale as herein provided, and not sold, the Trustee shall be entitled to a reasonable commission, not exceeding one-half ( $\frac{1}{2}$ ) of the commission above provided, to be computed on the amount of principal then unpaid.

And the said Grantor, for himself, his heirs, executors, administrators, and assigns, in order more fully to protect the security of this deed of trust, does hereby covenant and agree as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, Grantor will pay to the Beneficiary, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (*in lieu of a mortgage insurance premium*) if they are held by the Secretary of Housing and Urban Development, as follows:

- (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (*in lieu of a mortgage insurance premium*) which shall be in an amount equal to one-twelfth of one-half per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (*all as estimated by the Beneficiary*) less all sums already paid therefor divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (*in lieu of mortgage insurance premium*), as the case may be;
- (II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Grantor, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any



MORTGAGE INSURANCE PREMIUM RIDER

This Mortgage Insurance Premium Rider is made this 11TH day of SEPTEMBER 1984 and is incorporated into and shall be deemed to amend the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Trustor") to secure Trustor's Note to

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1379 KITTY HAWK AVENUE, GARDNERVILLE, NEVADA 89410

1. Section 2(a)(1)(II) Delete this subsection in its entirety.
2. Section 2 c.(I) Delete this subsection in its entirety.
- 3.a. Section 3 Delete in lines 10 and 11 the phrase "all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development and."
- b. Section 3 Delete in lines 16 and 17 the phrase "and shall properly adjust any payments which shall have been made under (a) of paragraph 2."
4. Paragraph 8 is incorporated herein except that it also shall include the following additional provision: This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.
5. The identity of all sections and subsections affected by the changes in this rider should be reidentified as necessary in order to account for the deletions and changes.

IN WITNESS WHEREOF Trustor has executed this Mortgage Insurance Premium Rider.

Signature of Trustor

*Robert R. Rudnick*  
\_\_\_\_\_  
ROBERT R. RUDNICK

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Acknowledgment

NEVADA 8/83

ADDENDUM

As long as this mortgage is held by the Nevada Housing Division the Lender may declare all sums secured by this mortgage to be immediately due and payable if:

- (a) all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by Borrower to a purchaser or other transferee:
- (i) who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 103A(d) and (j)(2) of the Internal Revenue Code; and
  - (ii) who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 103A(e) and (j)(2) of the Internal Revenue Code (except that the language "100 percent" shall be substituted for "90 percent or more" where the latter appears in Section 103A(e)(1)); or
  - (iii) at an acquisition cost which is greater than 110 percent of the average area purchase price (greater than 100 percent for targeted area residences), all as provided in Section 103A(f) and (j)(2) of the Internal Revenue Code; or
  - (iv) who has an income in excess of that established by the Nevada Housing Division under its applicable regulations or program guidelines in effect on the date of the sale or transfer; or
- (b) Borrower fails to occupy the property described in the mortgage without Lender's prior written consent; or
- (c) Borrower omits or misrepresents a material fact in an application for this mortgage.

References are to the Internal Revenue Code in effect on the date of execution of the mortgage, and are deemed to include the implementing regulations.

Buyer's Initials: RR \_\_\_\_\_

107038

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COPY

REQUESTED BY  
LAWYERS TITLE  
IN OFFICIAL RECORDS OF  
QUEBEC, CANADA

'94 SEP 20 P2:46

SUZANNE BEAUDREAU  
RECORDER

\$10<sup>00</sup> PAID *bl* DEPUTY

107038

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