

A/C- 000301080008500 DATE- 7/04/1999 TIME- 8:40 AM

SECTION

HOMER W. ALLEN  
MARGARET ALLEN

BLOCK

1275 CURRYCOMB CIRCLE  
MINDEN, NV. 89423

LOT

TO  
USAlliance Federal Credit Union  
600 Midland Ave.  
Rye, New York 10580

Prepared by:  
Richard Katz  
600 Midland Avenue  
Rye, New York 10580

Record & Return by Mail to:  
USAlliance Federal  
Credit Union  
600 Midland Ave.  
Rye, New York 10580

**Subordinate Mortgage**

This mortgage is made on 7/04/1999 , between the Borrower and Credit Union.

**DEFINITIONS**

- Agreement* - means the RealtyLine Loan Revolving Credit Plan Agreement signed by the Borrower in connection with this Mortgage.
- Borrower or You* - means each person who signs the Mortgage.
- Credit Union* - means USAlliance Federal Credit Union, having a place of business at 600 Midland Avenue, Rye, New York 10580-3999.
- Mortgage* - this document will be called the Mortgage.
- Property* - means the real property described in this Mortgage.

The Borrower is:  
HOMER W. ALLEN  
MARGARET ALLEN

**TRANSFER OF RIGHTS IN THE PROPERTY**

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this Mortgage.

This Mortgage is given as security to repay amounts advanced from time to time by the Credit Union, and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Forty Thousand usand Dollars And 00/Cents ( \$40,000.00 )

The premises are or will be improved by a one or two family dwelling only.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS, OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

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## PROPERTY BEING MORTGAGED

SEE ATTACHED SCHEDULE A.

## RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

GMAC MORTGAGE CORP.

## PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

## FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgage clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

## FLOOD INSURANCE

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

## TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

## ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may, but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. Failure to maintain insurance, to pay taxes as due, to make payments as due on a mortgage, or to repay such an advance shall constitute default on this Mortgage.

## CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if you(r):

- a) engage in fraud or material misrepresentation in connection with the line.
- b) do not meet the repayment terms.
- c) action or inaction adversely affects the collateral or our rights in the collateral.
- d) become bankrupt or someone you owe money sues you or tries to take your property by legal proceedings.

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Schedule A

Lot 85, in Block B, as shown on the Map of WILDHORSE UNIT NO. 3, a Planned Unit Development, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on July 2, 1990 in Book 790, Page 26, as Document No. 229406.

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- e) default on your payments to the first mortgage lienholder.
- f) fail to pay all property taxes or other assessments when due.
- g) take additional advances from the first mortgage lienholder without Credit Union consent.
- h) sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed.
- i) fail to maintain hazard and flood insurance.
- j) fail to maintain the property and/or the value of the dwelling securing the line declines significantly below its appraised value for the purpose of the line.
- k) do not remain a member of the Credit Union.

## APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

## RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

## NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to USAlliance Federal Credit Union, 600 Midland Avenue, Rye, New York 10580-3999, or any other address the Borrower is notified of by the Credit Union.

## CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

## NON-ASSUMPTION OF THE MORTGAGE

This mortgage is not assumable.

## WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

## RECEIPT

The Borrower has received a completed copy of this Mortgage.

## RELEASE

Upon payment of all sums secured by this Mortgage and upon request of the Borrower, the Mortgage shall become null and void and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

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- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this Mortgage  
State of NEVADA

County of DOUGLAS ss:

Homer W. Allen  
HOMER W. ALLEN

2 Witnesses Required

On the 7th day of SEPT 1999, before  
me personally came HOMER W. ALLEN  
to me known to be the individual  
described in and who executed the  
foregoing instrument and who has  
acknowledged executing this instrument.

By: Shannon Colar  
(Print Name) Shannon Colar

By: Cathy Etheridge  
(Print Name) Cathy Etheridge

Jeryl Johnson  
Notary Public



- FOR RECORDING PURPOSES -

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this Mortgage  
State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

\_\_\_\_\_  
MARGARET ALLEN

2 Witnesses Required

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before  
me personally came MARGARET ALLEN  
to me known to be the individual  
described in and who executed the  
foregoing instrument and who has  
acknowledged executing this instrument.

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_  
Notary Public

- FOR RECORDING PURPOSES -

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# STATE OF NEVADA

## DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH VITAL STATISTICS

### STATE OF NEVADA — DEPARTMENT OF HUMAN RESOURCES DIVISION OF HEALTH — SECTION OF VITAL STATISTICS CERTIFICATE OF DEATH

LOCAL FILE NUMBER

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK

1. **Margaret ALLEN** 2. **July 13, 1999** 3a. **Douglas**

3b. **Minden** 3c. **1275 Currycomb Circle** 4. **Female**

5. **White** 6.  **Yes**  **No** 7a. **73** 7b. **73** 7c. **73** 8. **Dec. 25, 1925**

9a. **Kansas** 9b. **U.S.A.** 10. **8 years** 11. **Married** 12. **Homer W. Allen**

13. **3807** 14a. **Homemaker** 14b. **Own Home**

15a. **Nevada** 15b. **Douglas** 15c. **Minden** 15d. **1275 Currycomb** 15e. **No**

16. **Clarence E. Barnes** 17. **Gladys C. Snow**

18a. **Homer w. Allen** 18b. **1275 Currycomb Circle, Minden, Nevada 89423**

19a. **Cremation** 19b. **FitzHenry's Crematory** 19c. **Carson City, Nevada**

20a. **James M. Hill** 20b. **217** 20c. **Home, 1380 Hwy. 395, Gardnerville, Nv. 89410**

21. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. 22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated.

21b. **08/31/99** 21c. **0406** 22b. **08/31/99** 22c. **0406**

21d. **Greg S. Hubbard** 22d. ON **07/13/99** 22e. AT **0406**

23a. **Greg S. Hubbard, Coroner, P.O. Box 218, Minden, NV 89423** 23b. **262**

24a. **Vera A. Kochan** 24b. **Sept 1, 1999** 24c. YES  NO

25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) **Carbon Monoxide Poisoning**

PART I (a) DUE TO, OR AS A CONSEQUENCE OF: **Carbon Monoxide Poisoning**

(b) DUE TO, OR AS A CONSEQUENCE OF:

PART II OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in Part I. 26. **Yes** 27. **Yes**

28a. **Suicide** 28b. **07/13/99** 28c. **0406 A M** 28d. **Self inflicted**

28e. **At home** 28f. **1275 Currycomb Circle, Minden, NV 89423**

STATE REGISTRAR

No. 150439

This is to certify that the above is a true and correct copy of the certificate on file in this office.

Date Issued:

SEP 01 1999 04 77 228

State Registrar

WARNING: IT IS ILLEGAL TO ALTER OR COPY THIS DOCUMENT

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REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 SEP 22 AM 11:08

LINDA SLATER  
RECORDER

\$13<sup>00</sup> PAID *K2* DEPUTY

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