

LONG FORM DEED OF TRUST AND ASSIGNMENTS OF RENTS

ORDER NO.: 1999-21562 KM

APN: 37-384-05

NOTE: When recorded please mail original to:

Western Nevada HOME Consortium (Lyon Co. as lead agency) Lyon County Comptroller P.O. Box 537 Yerington, NV 89447

\*\*Note Parts of Items II E and F have been eliminated from this document however the items have not been renumbered

THIS DEED OF TRUST, made this 24th day of December, 1999, between Donnie A. Swafford and Donna L. Swafford, husband and wife as joint tenants with right of survivorship, herein called Trustor, and whose address is 3645 Boulder, Wellington, NV 89444, and

Western Nevada HOME Consortium (Lyon County as Lead Agency)

herein called Beneficiary, WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in the County of Douglas State of Nevada, and legally described as:

See Exhibit "A" attached hereto and made a part hereof

This deed of trust is subordinate to that deed of trust and only that deed of trust dated Dec. 23, 1999, between Donnie A. Swafford and Donna L. Swafford, husband and wife, as Trustors, and North American Mortgage Company, as Beneficiary, a securing a note in an original amount of Seventy One Thousand Two hundred Fifty & no/100-- Dollars (\$71,250.00). Said deed of trust was recorded on the 30 day of December, 1999, as document 483836 Official Records of Douglas County, Nevada. Book 0100 page 497

Together with all appurtenances in which trustor has any interests, including water rights benefiting said real property, represented by shares of a company or otherwise; and

Together with the rents, issues, and profits thereof, subject, however to the, power, and authority hereinafter given to and conferred upon Beneficiary to collect and supply such rents, issues, and profits.

For the purpose of securing (1) performance of the CSA New Opportunities for Homeownership Deffered Loan Agreement executed by the Trustor on the 24 day of December, 1999 and incorporated by reference herein; and (2) payment of the sum of Five thousand and no/100----- Dollars (\$5,000.00) without interest according to the terms of a promissory note of even date herewith made by Trustor with First American Title the Trustee, in favor of Beneficiary and all extension and renewals thereof; and (3) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (4) payment of additional sums with or without

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interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidence by a promissory note or notes reciting that they are secured by this deed of trust.

### **SPECIAL COVENANTS OF TRUSTOR:**

A. Trustor covenants that this real estate shall remain his, her, or their principal place of residence and that he, she, or they will not sell, give, abandon, lease, or rent any part of this real estate. In the event that the Trustor does sell, give, donate, abandon, lease, or rent any part of this real estate all funds received by the Trustor from Community Services Agency under the New Opportunities for Homeownership Program as evidence by the Promissory note of even date that is secured by this deed of trust shall become immediately due and payable. If Trustor does not repay these funds, Community Services Agency may foreclose under this deed of trust.

B. Upon the death of the applicant (Trustor), or in the case of multiple applicants (Trustors) upon the death of the last surviving applicant, all funds received by the Trustor(s) from The Community Services Agency New Opportunities for Homeownership Deferred Loan Program, as evidence by the promissory note of even date that is secured by this deed of trust, shall become immediately due and payable, save and except, if the Heir(s), or beneficiary(ies) of the last surviving applicant are eligible applicants under the then applicable eligibility criterion and heir(s), or beneficiary(ies) continue to make the real estate his, her, or their primary residence. Otherwise, if the estate of the Trustor, ineligible heir(s), or beneficiary(ies) of the Trustor do not repay these funds, The Community Services Agency may foreclose under this deed of trust.

C. In the event that Trustor files any petition in bankruptcy the amount due to The Community Services Agency under this New Opportunities for Homeownership Program shall become immediately due and payable.

D. Upon the divorce of the applicants (Trustors) the amount due to The Community Services Agency under the New Opportunities for Homeownership Program shall become immediately due and payable, unless the decree of divorce grants one applicant the right to maintain title and possession, and the applicant continues to use the residence as a primary residence.

E. Trustor shall use the real estate as a primary residence.

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

A. By the execution of this Deed of Trust that those provisions included in The Community Services Agency's New Opportunities for Homeownership Deferred Loan Program executed by Trustor, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provision; and that the references to property, obligations, and parties in said provision shall be construed to refer to the property obligations and parties set forth in the Deed of Trust.

B. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good condition and workmanlike manner any building that may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with the laws affecting said property or requiring any alterations or improvements to be made thereon; nor to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character Or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

C. Trustor covenants to keep all building that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such a sum or sums a shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to the Beneficiary hereby secured, and to deliver the policy to the Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purpose such sum or sums as Beneficiary shall deem proper.

D. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which beneficiary or trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

E. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges, hen due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees, and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to effect the security hereof or the rights or the powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

F. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at twelve percent (12%) per annum.

## **II. IT IS MUTUALLY AGREED:**

A. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

B. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to either require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

C. That 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 said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

D. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

After deducting all costs, fees, expenses of Trustee, including a reasonable fee for the attorney of the Trustee, and of this trust, including cost evidence of title connection with sale, Trustee shall apply the proceeds of the sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person, or persons legally entitled thereto.

G. That Beneficiary, or his assignee, may from time to time, by instrument on writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed, acknowledged and recorded in the office of the recorder of the county or counties-in which said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without the conveyance of the trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and the page where, or document or file number under which this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees, and of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory, or otherwise.

H. The following covenants, Numbers 1, 2, 3, 4 (interest 10%), 5, 6, 8, and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made part of this Deed of Trust.

I. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

J. It is expressly agreed that the trust created hereby is irrevocable by the Trustor.

K. That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes both the feminine and/or neuter, and the singular to include the plural.

L. That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated

to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

M. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinabove set forth.

**BENEFICIARY**  
COMMUNITY SERVICES AGENCY  
NEW OPPORTUNITIES FOR HOMEOWNERSHIP  
PROGRAM

By \_\_\_\_\_  
C.S.A. Representative

STATE OF NEVADA )  
 ) ss.  
COUNTY OF )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
as representative of Community Services Agency, Inc.

\_\_\_\_\_  
Notary Public in and for said  
County and State

TRUSTOR(S)  
Donnie A. Swafford  
Applicant/Borrower

Donnie A. Swafford  
Donna L. Swafford  
Applicant/Borrower  
Donna L. Swafford

STATE OF NEVADA )  
 ) ss.  
COUNTY OF Douglas )

This instrument was acknowledged before me on 24th by Donnie A. Swafford and  
as applicant/borrower. Donna L. Swafford

Kathy Boles  
Notary Public in and for said  
County and State



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Exhibit "A"

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 12, in Block M, as shown on the Map entitled TOPAZ RANCH ESTATES, UNIT NO.. 4, filed for record November 16, 1970, in the Office of the County Recorder of Douglas County, Nevada as Document No. 50212.

COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JAN -4 PM 3:43

LINDA SLATER  
RECORDER

\$13.00 PAID *DL* DEPUTY

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