

DO-1000736-DB

THIS DEED OF TRUST IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTION AND ADD THE TRUSTEE

WHEN RECORDED RETURN TO:

Rita Evasovic,
Lyon County,
31 S Main St
Yerington

CC: Citizens for Affordable Homes, Inc
308 N Curry St., ste 210
Carson City, Nv 89703

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of January,

2000, by and between Dawn V Gadwill, trustor, and
NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, Trustee, and
Lyon County as the lead agency for the Western Nevada HOME Consortium, beneficiary,

WITNESSETH:

That the trustor does hereby grant, bargain, sell and Convey unto the trustee in trust with Power of sale all that certain real property thereto situate in County, State of Nevada, more particularly described as follows:

Lot # 11 on Lots #728 and #729 as shown on the map of Gardnerville

Ranchos Unit #6 Bk 573 Pg 1026 Doc 65512 filed in the office of the

County Recorder of Douglas County, State of Nevada on May 29, 1973

SEE ATTACHED FOR CORRECT LEGAL DESCRIPTION

Assessor's Parcel Number 1220-21-511-011

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion, reversions, remainders, rents, issues and profits thereof.

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TO HAVE AND TO HOLD the same unto the trustee, its successors and assigns, for the purpose of securing:

FIRST: Payment of an indebtedness in the sum of

Two Thousand Six Hundred Thirty Three-----Dollars (\$ 2,633.00)

evidenced by a promissory note of even date herewith, with interest thereon as set forth in said note, to be paid according to the terms of said note, which note is by reference made a part hereof, executed by the trustor, delivered to the beneficiary, and payable to the order of beneficiary, and any and all modifications, extensions and renewals thereof.

SECOND: Payment of such additional sums with interest thereon as may be hereafter loaned by beneficiary to trustor as additional advances under this deed of trust by the promissory note or notes of trustor, and payment of any monies advanced or paid out by beneficiary or by the trustee to or for trustor pursuant to the provisions of this deed of trust, and payment of all other indebtedness of the trustor to the beneficiary or to the trustee which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any promissory note or notes secured hereby.

THIRD: The expenses and costs incurred or paid by beneficiary or trustee in preservation or enforcement of the rights and remedies of beneficiary and the duties and liabilities of trustor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by

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beneficiary or trustee in performing for trustor's account any obligations of trustor or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises and shall not permit said claims to become a lien upon the premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon and not to commit or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.
2. TRUSTOR PROMISES AND AGREES that: if trustor should transfer, sell, hypothecate, alienate, contract to sell or otherwise dispose of or lose title to the above-referenced Property; or any interest therein, in any manner or way, whether voluntary or involuntary; or if trustor becomes insolvent or makes a general assignment for the benefit of creditors: or if a petition in bankruptcy is filed by or against trustor, or if a proceeding be voluntarily or involuntarily instituted for other debtor relief provided for by the bankruptcy act; then upon the happening of any of such events, the beneficiary at their option may declare all promissory notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and beneficiary or trustee may record a notice of such breach or default and elect to cause said Property to be sold to satisfy the indebtedness and obligations secured hereby.
3. Trustor shall perform all of Trustor's obligations under the Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project or Planned Unit Development and any homeowners association or equivalent entity, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Trustor shall comply with the provisions of any homeowners association or equivalent entity formed for the mutual benefit of the subdivision or Planned Unit Development. Trustor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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4. 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.

5. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "beneficiary" shall include any payee of the Indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6. The trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the trustor has executed this deed of

trust as of the 27th day of January, 2000.

Name of Trustor(s)

By: *Dawn Gadwill*
DAWN V. GADWILL

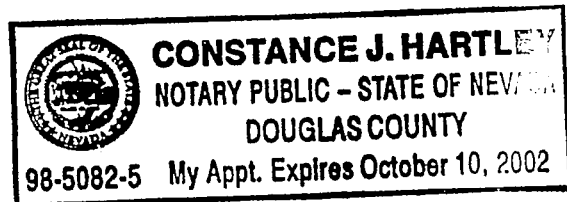
STATE OF NEVADA)
) S.S.
COUNTY OF Douglas)

On this day of Jan 27, in the year 2000, before me, the undersigned Notary Public, personally appeared *Dawn Gadwill* Known to be (or proved to me on the basis of satisfactory evidence) the person(s) whose name(s) is (are) subscribed to this instrument and acknowledged that he (she/they) executed it.

WITNESS my hand and official seal.

(Notary Seal)

Constance J. Hartley
Notary Public



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REQUESTED BY
Citizens Affor Lado Home

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 MAR 14 AM 10: 04

LINDA SLATER
RECORDER

\$ 11⁰⁰ PAID K2 DEPUTY

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DO-1000736-DB legal description attached hereto and made a part of Deed of Trust being rerecorded to correct the legal description and add the Trustee

Lot 11 in Block A, as shown on the map of CAHI #6, a Planned Unit Development, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 24, 1999, in Book 1199, at Page 4453, as Document No. 481452, Official Records.

COPY

REQUESTED BY
Northern Nevada Title Company

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 OCT -2 PM 3: 06

LINDA SLATER
RECORDER

\$12⁰⁰ PAID *KX* DEPUTY

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