

DOC # 762491  
04/23/2010 10:04AM Deputy: GB  
**OFFICIAL RECORD**  
Requested By:  
FIRST AMERICAN TITLE MIN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-410 PG-4366 RPTT: 0.00



Assessor's Parcel Number:  
142007610052  
After Recording Return To:  
BANK OF AMERICA, N.A.

ReconTrust Co./TX2-979-01-07  
P.O. Box 619003  
Dallas, TX 75261-9003  
Prepared By:  
DANNETTE J. LEWIS  
Recording Requested By:  
S. BARRY

BANK OF AMERICA, N.A.

4875 KIETZKE LANE SUITE D  
RENO  
NV 89509

[Space Above This Line For Recording Data]

143-2394298                      00021980513204010  
[Escrow/Closing #]                      [Doc ID #]

Lender affirms that this instrument does not contain Personal Information as that term is defined in Nevada Revised Statutes §603A.040.

## DEED OF TRUST

MIN 1000255-0000548050-2

**NEVADA--Single Family--Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT (MERS)**

**Form 3029 1/01**

MERS Deed of Trust-NV  
1006A-NV (08/08)(d/i)

Page 1 of 16



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\* 2 1 9 8 0 5 1 3 2 0 0 0 0 0 1 0 0 6 A \*



DOC ID #: 00021980513204010

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**(A) "Security Instrument"** means this document, which is dated APRIL 21, 2010 together with all Riders to this document.

**(B) "Borrower"** is

JORGE L GONZALEZ, AND ANGELICA GONZALEZ, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

**(C) "Lender"** is

BANK OF AMERICA, N.A.

Lender is a

NATIONAL ASSOCIATION

organized and existing under the laws of THE UNITED STATES

Lender's address is

101 South Tryon Street  
Charlotte, NC 28255

**(D) "Trustee"** is

RECONTRUST COMPANY, N.A.

225 W HILLCREST DRIVE, MSN: TO-02

THOUSAND OAKS, CA 91360

**(E) "MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**(F) "Note"** means the promissory note signed by Borrower and dated APRIL 21, 2010

The Note states that Borrower owes Lender

TWO HUNDRED ONE THOUSAND ONE HUNDRED NINETY FIVE and 00/100

Dollars (U.S. \$ 201,195.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2040

**(G) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

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**(H) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(I) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

**(J) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(K) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

**(L) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(M) "Escrow Items"** means those items that are described in Section 3.

**(N) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(O) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

**(P) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(Q) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(R) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following

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