



The undersigned hereby affirms
that there is no Social Security
number contained in this document

PARCEL # 1220-21-610-193
After Recording Please Return to:

RNDC
Housing Administrator
1320 E. Aultman
Ely, NV 89301

DEED OF TRUST

This DEED OF TRUST, made this 7th day of May, 2010 by and
between Denise D. Clendenen, a married woman, as her sole and separate property, hereinafter
named TRUSTOR, and **STEWART TITLE COMPANY OF NEVADA**, hereinafter named
TRUSTEE, and **NEVADA HOUSING DIVISION** hereinafter named BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY grants, transfers and assigns to TRUSTEE in
trust with power of sale, that property located in the County of Douglas Nevada, legally
described as follows:

*Lot 512, as shown on the official map of Gardnerville Ranchos Unit No. 6, filed for record on
May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document
No. 66512*

And more commonly known as 805 Hornet DRIVE, Douglas County of Gardnerville NEVADA.

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, reserving the right to collect and use the
same, except during some default hereunder, in which event the TRUSTEE shall collect the same
by any lawful means in the name of the BENEFICIARY,

FOR THE PURPOSE OF SECURING total amount of Homebuyer Assistance Program
Agreement and payment of any indebtedness evidenced by and accruing under said Homebuyer
Assistance Program Agreement in the principal sum of **Twenty Five Thousand Five Hundred
Ninety Two dollars and 00/100 (\$25,592.00)** executed by TRUSTOR in favor of
BENEFICIARY, or order.

“The Owner’s right, title and interest in this unit and the use, sale, resale and rental of this
property are subject to the terms, conditions, restrictions, limitations and provisions for HOME
and/or Neighborhood Stabilization Program funds as set forth in:



**HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92, Subpart F--
Project Requirements, §92.254 Qualifications as affordable housing:**

homeownership.(a)(5)(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds invested in the property.

(A) The following option for recapture requirements is acceptable to HUD.

(1) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

| | | |
|--|---|--|
| $\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}}$ | X | <i>Net proceeds = HOME amount to be recaptured</i> |
| $\frac{\text{homeowner invest}}{\text{HOME investment} + \text{homeowner investment}}$ | X | <i>Net proceeds = amount to homeowner</i> |

By execution of this Deed of Trust that those provisions included in the Rural Nevada Development Corporation Homebuyer Assistance Program Agreement executed by TRUSTOR hereby incorporated herein by reference and made part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

THE UNDERSIGNED TRUSTOR request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to him/her, or his/her authorized agent at the address herein set forth:

RURAL NEVADA DEVELOPMENT CORPORATION
1320 E. AULTMAN
ELY, NV 89301



Denise D. Clendenen
Denise D. Clendenen

7 May 10
DATE

STATE OF NEVADA
COUNTY OF Carson City

On this 7th day of May, 2010 Denise D. Clendenen personally appeared before me, a Notary Public, and executed this document.



Lori Henry
NOTARY PUBLIC



EXHIBIT "A"

Lot 512, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512.

Assessors Parcel No. 1220-21-610-193

