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

PARCEL # 1420-34-410-006 After Recording Please Return to:

RNDC
Housing Administ

Housing Administrator 1320 E. Aultman Ely, NV 89301 DOC # 770433
09/14/2010 01:38PM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST AMERICANTITLE STAT
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-910 PG-2799 RPTT: 0.00

**DEED OF TRUST** 

This DEED OF TRUST, made this <u>87H</u> day of <u>54P7EMBER</u>, 2010 by and between JACQUELINE BEGOVICH and JEFF BEGOVICH, wife and husband, hereinafter named TRUSTOR, and FIRST AMERICAN 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 19 IN BLOCK 1 OF RE-SUBDIVISION OF PORTIONS OF ARTEMISIA RE-SUBDIVISION ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 23, 1962, AS DOCUMENT NO. 19909.

And more commonly known as 2623 CLAPHAM LANE, MINDEN, DOUGLAS COUNTY of 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 <u>Twenty thousand dollars and 00/100</u> (\$20,000.00) 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:

HOME investment	$\boldsymbol{X}$	Net proceeds = HOME amount to be recaptured
HOME investment + homeowner investment		
homeowner invest	X	$Net\ proceeds = amount\ to\ homeowner$
HOME investment + homeowner investment		

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:

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

Bacquel Molgorch
JACQUELINE BEGOVICH

DATE

Del Beer Del Der BEFRBEGOVICH

9/8/10 DATE

STATE OF NEVADA
COUNTY OF DOUGLAS

On this \_\_\_\_\_ day of \_\_SEPTEMBEL\_, 2010 JACQUELINE BEGOVICH AND JEFF BEGOVICH personally appeared before me, a Notary Public, and executed this document.



NOTARY PUBLIC