Assessor's Parcel Number: 1420-18-214-014 Recording Requested By:

NAHAC 10585 Double R Blvd. Suite B Reno, NV 89521 DOC # 803955 06/13/2012 09:11AM Deputy: AR OFFICIAL RECORD Requested By:

NAHAC

Douglas County - NV Karen Ellison - Recorder Page: 1 of 4 Fee: \$17.00 BK-612 PG-2968 RPTT: 0.00



(Space Above This Line For Recording Data)

## SUBORDINATE DEED OF TRUST

Terry L. Burton and Rodger E. Orr as husband and wife [and marital status] ("Borrower") of Carson City , Nevada, for the sum of \$2,103.54 and other valuable consideration paid, grants, with Deed of Trust covenants, to the **NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION** ("Lender"), the mailing address of which is 10585 Double R Blvd., Suite B, Reno, NV 89521, the following real property (the "Property"):

See Exhibit "A" / Legal description attached herto and made a part hereof. APN #:1420-18-214-014

Parcel No.: 1420-18-214-014

PROPERTY ADDRESS: 3321 Plymouth Drive, Carson City Nevada 89705

This Subordinate Deed of Trust is given to secure payment of the above amount, and is subject to the terms and conditions of a certain Promissory Note ("Note"), of even date herewith, given to the Borrower.

The Note shall be repaid in accordance with the schedule set forth in both the Note and herein below if Borrower sells or transfers the Property and does not continue to occupy the Property as Borrower's primary residence for the term of the Note.

The Effective Date shall be the date of this Subordinate Deed of Trust.

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Months resided in Residence after the Effective Date	Collectable amount as percent of loan
Less than 12 months	100%
12 months and a day to 24 months	80%
24 months and a day to 36 months	60%
36 months and a day to 48 months	40%
48 months and a day to 60 months	20%
60 months and a day	0%

Borrower hereby agrees as follows:

- A. To own the Property as Borrower's principal residence during the term of the Note.
- B. To not refinance the first mortgage loan if such a refinance would decrease Borrower's equity in the Property or provide cash back to Borrower for five (5) years from date of this Subordinate Deed of Trust.
- C. Borrower agrees to not sell, transfer, dispose of, encumber or alter the intended use of all or any part of the fee simple interest in the Property or any interest therein (including a beneficial interest).
- D. To secure to Lender: (a) the repayment of the indebtedness evidenced by the Note, together with interest thereon, and all renewals, extensions and modifications thereof; (c) the performance of all covenants, agreements and obligations of Borrower under the Note.
- E. The loan will only be repayable if the borrower sells the property before the 60 month time period expires and there is sufficient equity to pay the loan.

Notwithstanding anything contained in this Subordinate Deed of Trust to the contrary, this Subordinate Deed of Trust and the obligations contained herein shall automatically terminate on the fifth anniversary of this Subordinate Deed of Trust or the first day of the 61st month, whichever comes first; provided, however there does not exist, at such time, any uncured event of default under either this Deed of Trust.

Borrower's failure to comply with the covenants contained herein or with any terms or conditions of the Note, shall constitute a default under this Subordinate Deed of Trust Upon such default, Lender may send a written notice to Borrower stating the default, request immediate payment of the Note, in accordance with the chart set forth above, all reimbursable costs and expenses, including attorneys' fees, and Lender shall have all legal and equitable remedies available under law, including the right to foreclose this Subordinate Deed of Trust.

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This Subordinate Deed of Trust shall be governed by the laws of the State of Nevada.

Witness the execution hereof this 24% day of  $\frac{1}{2}$ Signed and acknowledged in the presence of: Terry L. Burton Rodger E. Orr Printed Name Printed Name STATE OF NEVADA COUNTY OF GORON GTY BE IT REMEMBERED, that on this day of voluntary act and deed. Notary Public YVONNE YOUNG Notary Public, State of Nevada Appointment No. 11-4162-5 My Appt. Expires Mar 16, 2015

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## Exhibit "A"

APN#: 1420-1-214-014

SITUATED IN THE COUTY OF DOUGLAS IN THE STATE OF NEVADA: LOT 50, IN BLOCK D. AS SHOWN ON THE MAP OF SILVERADO HEIGHTS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY NEVADA, ON SEPTEMBER 18, 1978, AS DOCUMENT NO. 25326 AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION, RECORDED AUGUST 23, 1979, IN BOOK 879 OF OFFICIAL RECORDS, AT PAGE 1725, AS DOCUMENT NO. 35885, AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED OCTOBER 12, 1979, IN THE BOOK 1079, AT PAGE 1039, AS DOCUMENT NO. 37638, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA, PERMANENT PARCEL NUMBER 1420-18-214-014 FIRST AMERICAN ELS ORDER NO. 7487486.

