

Assessor's Parcel Number:  
1420-07-611-026

Recording Requested By:

NAHAC  
10585 Double R Blvd.  
Suite B  
Reno, NV 89521

NAHAC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-612 PG-3018 RPTT: 0.00



\_\_\_\_\_ (Space Above This Line For Recording Data) \_\_\_\_\_

**SUBORDINATE DEED OF TRUST**

Allen Y Yasumoto and Lillian Y Yasumoto, husband and wife as joint tenants [and marital status] ("Borrower") of Carson City, Nevada, for the sum of \$ 2,194.68 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

Parcel No.: 1420-07-611-026  
PROPERTY ADDRESS: 3545 Smoketree Avenue, Carson City NV 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.



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.



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

Witness the execution hereof this 4<sup>th</sup> day of October, 20 11.

Signed and acknowledged  
in the presence of:

<u>Allen Y. Yasumoto</u> Borrower	<u>Lillian Y. Yasumoto</u> Co-Borrower
<u>Allen Y. Yasumoto</u> Printed Name	<u>Lillian Y. Yasumoto</u> Printed Name

STATE OF NEVADA  
COUNTY OF Washoe SS:

BE IT REMEMBERED, that on this 4<sup>th</sup> day of October, 20 11,  
before me, the subscriber, a Notary Public, in and for said County and State, personally came,  
Allen Yasumoto and Lillian Yasumoto, Borrower, (married or single) in the  
foregoing Subordinate Deed of Trust, and acknowledged the signing thereof to be their  
voluntary act and deed.

[Signature]  
Notary Public





**Exhibit " A "**

The land referred to in this Commitment is situated in the City of Carson City, County of Douglas, State of Nevada and is described as follows:

Lot 3, in block H, of the final map of Sunridge heights phase 2, a planned unit development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on September 30, 1993, in book 993, page 6482, as document No. 319089.

