

Assessor's Parcel Number: 1420-35-101-028

Recording Requested By:

Name: Douglas County, Trustee

Address: 1616 8th St.

City/State/Zip Minden NV 89423

Real Property Transfer Tax: R.P.TT # 2

DOC # **0806356**
07/24/2012 03:19 PM Deputy: SG

OFFICIAL RECORD

Requested By:

DC/TREASURER

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 0.00

BK-0712 PG- 5953 RPTT: # 2



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Indenture

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

APN 1420-35-101-028

R.P.T.T. #2

INDENTURE

THIS INDENTURE made the 24th day of July, 2012, at Minden, County of Douglas, State of Nevada, by and between Known and Unknown Owners, by TED THRAN, the Treasurer and Ex-Officio Tax Receiver of the County of Douglas, State of Nevada, Party of the First Part, and TED THRAN, Treasurer of the County of Douglas, State of Nevada as Party of the Second Part.

WITNESSETH

That whereas the following described land and premises were duly assessed by the County Assessor of Douglas County, Nevada for the year 2011/2012, according to the provisions of Section 361.310, Nevada Revised Statutes, and duly entered upon the tax roll of said county for said year, to the name of the owners of claimants of such property hereinafter set forth as shown by said tax roll.

That thereafter and in the manner and at the time and in accordance with the statutes and the said assessment and tax list was completed and presented to the county Board of Equalization and duly equalized as provided in Sections 361.335 and 361.340, Nevada Revised Statutes; that thereafter said Assessment roll was delivered to the County Comptroller of Douglas County and was by said Comptroller duly audited and the taxes extended according to the tax rate duly fixed as provided by Section 361.465, N.R.S.

That thereafter said tax roll was delivered to the Ex-Officio Tax Receiver of Douglas County for the purpose of receiving and collecting the taxes due and as shown thereon; that due and legal notice was given as provided in Section 361.480, Nevada Revised Statutes, stating the dates when taxes will be due and payable and the penalties and interest added if not paid accordingly.

That after the first Monday of March, 2012, the Tax Receiver caused to be published as required by Section 361.570, Nevada Revised Statutes, the list of delinquent tax property, giving the name of the owner (s), if known, the description of the property on which such taxes are a lien, the amount of taxes due on said property and the penalties and costs as provided by law; that if said amount is not paid, the Tax Receiver will on the First Monday in June of the current year at 5:00 o'clock of said day, issue to the County Treasurer, as Trustee for the State and County, a certificate authorizing her to hold said property, subject to redemption within two years after date thereof; that a copy of said notice was mailed to the person or persons listed as taxpayer on the tax roll at their last known address and another copy sent by certified mail not less than sixty (60) days before the expiration of the period of redemption as stated in the notice.

That said taxes, penalties and costs not having been paid as required by law, the Party of the First Part, the Treasurer and Ex-Officio Tax Receiver, did issue to the County Treasurer of Douglas County the Certificate required by said Section 361.565, Nevada Revised Statutes.

And, thereas, the time of redemption of said property has expired and no part of the following described property has been redeemed as law provided, this conveyance is made in accordance with said certificate and the statutes on such case made and provided.



NOW THEREFORE, the said Party of the First Part, pursuant to the statutes, for and in consideration of the tax sum of six thousand, three hundred sixty-one dollars and twenty-four cents (\$6,361.24), the same being in legal effect made, does by these presents, remise, release, quitclaim and convey unto the party of the Second Part and to her successors, in trust for the use and benefit of the State of Nevada and the County of Douglas, all right, title and interest in and to the following described land and premises, situate, lying and being in the County of Douglas, State of Nevada, to wit:

COPY

APN 21-250-37

When Recorded Return To:
FIRST NATIONAL BANK OF NEVADA
1101 NORTH CARSON STREET
CARSON CITY, NV 89701

99082393

[Space Above This Line For Recording Data]

AP# 186FOSTER,R12
LN# 186-0001132

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 22, 1999. The grantor is RICHARD J. FOSTER and DOROTHY W. FOSTER, HUSBAND AND WIFE, AS JOINT TENANTS

("Borrower"). The trustee is STEWART TITLE COMPANY.

("Trustee"). The beneficiary is FIRST NATIONAL BANK OF NEVADA

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1101 NORTH CARSON STREET, CARSON CITY, NV 89701

("Lender"). Borrower owes Lender the principal sum of FIFTY NINE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 59,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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

NEVADA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 302B 9/90

Amended 9/93

VMP-GR(NV) 19708

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MW 08/97

Initials R J F D W F

VMP MORTGAGE FORMS - (800)521-7291



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following described property located in DOUGLAS County, Nevada:
BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 20 EAST,
DESCRIBED AS FOLLOWS: PARCEL A OF PARCEL MAP FOR HELEN GOODNIGHT FILED FOR RECORD IN
THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 12,
1980, BOOK 1180, PAGE 551, AS DOCUMENT NO. 50549. ASSESSORS PARCEL NO. 21-250-37

which has the address of 2758 GOODNIGHT COURT (Street)
MINDEN (City), Nevada 89423 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to

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Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD in trust as aforesaid, all and singular the said premises together with the appurtenances, unto the said Party of the Second Part and her successors in trust as aforesaid, pursuant to the provisions of Section 361.590, Nevada Revised Statutes.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set her hand and executed this instrument the day and year first above written.

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TED THRAN
Clerk-Treasurer

By: *Terry Lundergreen*
Chief Deputy Treasurer

County Treasurer and Ex-Officio Tax Receiver of the County of Douglas, State of Nevada

On this 24th day of July, 2012, personally appeared before me, a notary public, in and for the County and State aforesaid, TERRY LUNDERGREEN, Chief Deputy Treasurer signing on behalf of TED THRAN, known to me to be the person described in and who executed the foregoing instrument, and who duly acknowledge to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

[Signature]
NOTARY PUBLIC

