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Doc Number: **0813440**

11/27/2012 02:53 PM

OFFICIAL RECORDS

Requested By
WHITTIER TRUST COMPANY OF NEVADA

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

APN: 1220-01-001-027

WHEN RECORDED PLEASE MAIL TO:

✓ Whittier Trust Company of Nevada, Inc.
100 West Liberty Street, Suite 890
Reno, NV 89501

Page: 1 Of 4 Fee: \$ 17.00

Bk: 1112 Pg: 6874



Deputy gb

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the security number of any person or persons.

DEED OR TRUST

This DEED OF TRUST is made this 1st day of November 2012 by and among DOUGLAS A. PETERSEN and CYNTHIA D. PETERSEN, husband and wife, as Trustor ("Borrower") and WHITTIER TRUST COMPANY OF NEVADA, INC. and ROBERT E. ARMSTRONG, as Co-Trustees of the MARGUERITE WATTIS PETERSEN 1991 TRUST CHILDREN'S TRUST FBO DOUGLAS A. PETERSEN NON-EXEMPT TRUST (herein "Lender").

WHEREAS, for good and valuable considerations, the Borrower IRREVOCABLY grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Lender that property located in the COUNTY of DOUGLAS described as:

That portion of Section 1, Township 12, Range 20 Mount Diablo Base and Meridian described as follows:

Being a portion of the Northeast ¼ of Section 1, Township 12, North, Range 20 East, M.D.B. & M.

Parcel 9-D-3, as set forth on Parcel Map for Walter Moline, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on June 22, 1993, in book 693, page 4652, as Document No. 310409.

More commonly known as: 1913 Catherine Court, Gardnerville, Nevada 89410

TOGETHER WITH all tenements, hereditaments and appurtenances in which Borrower has any interest including, but not limited to all easements and water rights benefiting the Property represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving unto Borrower the right to collect and use the same, except during an Event of Default hereunder, in which event the Lender shall have the right to collect the same by any lawful means.

FOR PURPOSE OF SECURING (1) performance of Borrower's obligations under the Promissory Note with an effective date of the 1st day of November, 2012 executed by Borrower and Lender ("Promissory Note") and incorporated by the Reference herein, and (2) payment of the indebtedness evidenced by and accruing under said Promissory Note, in the principal sum of **One Hundred Three Thousand Nine Hundred Twenty Three and 04/100 Dollars (\$103,923.04)**, together with interest thereon and other sums payable by Borrower under the Promissory Note.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES AND CONVENANTS AS FOLLOWS:

- 1) The property must be used as the Borrower's principal residence; and
- 2) No leases or subleases of the Property are allowed.

Except as otherwise expressly provided herein, the covenants set forth in this paragraph shall run with the land and every portion thereof and interest therein as restrictive covenants and equitable servitudes.

The Borrower further agrees and understands that by the execution of this Deed of Trust, those provisions included in the Promissory Note are hereby incorporated herein and made a part hereof as though fully set forth herein at length; that the Borrower or his successors will observe and perform said provisions; and that the references to Property, obligations and parties in said provisions shall be construed to refer to the Property obligations and parties set forth in this Deed of Trust.

This Deed of Trust shall be governed by the laws of the State of Nevada. In the event that any provision or clause of this Deed of Trust or Promissory Note conflicts with applicable law, such conflict shall not affect the other provisions of this Deed of Trust or the Promissory Note which can be given affect without the conflicting provision. To this end, the provisions of the Deed of Trust and the Promissory Note are declared to be severable.

Borrower shall be given on conformed copy of the Promissory Note and of this Deed of Trust.

Lender and Borrower acknowledge and agree that this Deed of Trust is subject to and subordinate in all respects to the liens, terms, covenants and conditions of any recorded deed of trust which in senior in priority to this deed of trust ("First Deed of Trust") and to all advances heretofore made or which any hereafter be made pursuant to the First Deed of Trust, including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed

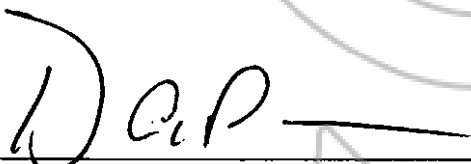
of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, featuring, or equipping the Property. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure of the First Deed of Trust any provision herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower) receiving title the Property through a foreclosure of the First Deed Of Trust shall receive title to the Property free and clear of such restrictions.

Upon payment of all sums secured by this Deed of Trust, Lender shall request the Trustee to reconvey the Property and shall surrender this Deed of Trust and all Promissory Notes evidencing debt secured by this Deed of Trust to the Trustee. Trustee shall reconvey the property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay any recordation fees as allowed by federal guidelines.

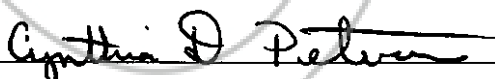
Lender, at its option, may from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, successor Trustee shall succeed to all title, power and duties conferred upon the original Trustee herein and by applicable law.

To the extent not inconsistent with the other provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value); 3;4 (applicable interest rate under the Promissory Note); 5;6;7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust.



Borrower: Douglas A. Petersen Date 10-18-12

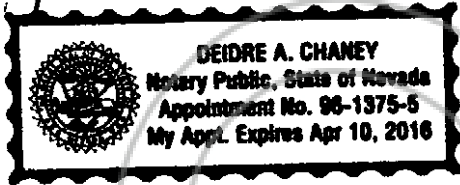


Borrower: Cynthia D. Petersen Date 10-18-12

STATE OF NEVADA)
 DOUGLAS:
County of ~~Washoe~~)

The foregoing instrument was acknowledged before me on October 18, 2012, by

Douglas Allen Petersen

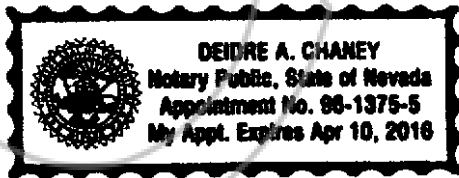


Deidre A Chaney
Notary Public
My Commission Expires: 4-10-2016

STATE OF NEVADA)
 DOUGLAS:
County of Washoe)

The foregoing instrument was acknowledged before me on October 18, 2012, by

Cynthia Dawn Petersen



Deidre A Chaney
Notary Public
My Commission Expires: 4-10-2016