

APN#: 1420-18-112-007

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 056460-ARW

**When Recorded Mail To:**

Norene Rajsich

CRA / Community Development

Nevada State Bank

3480 W. Sahara Avenue

Las Vegas, NV 89102

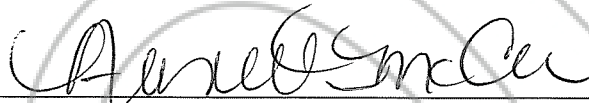
**Mail Tax Statements to: (deeds only)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.  
(Per NRS 239B.030)

**Signature**



**Annette McClean**

**Escrow Assistant**

**Deed of Trust and Assignment of Rents**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

**DOC #** 821704  
04/12/2013 02:50PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
**Western Title Company**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 13 Fee: \$26.00  
BK-413 PG-3807 RPTT: 0.00





APN: 1420-18-112-007  
When Recorded Please Return to:

Norene Rajsich  
CRA / Community Development  
Nevada State Bank  
3480 W Sahara Ave  
Las Vegas, NV 89102

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**DEED OF TRUST AND ASSIGNMENT OF RENTS**

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THIS DEED OF TRUST, made April 11, 2013 between purchaser Melissa C. Capps herein called TRUSTOR, and Western Title Company called TRUSTEE, and Nevada State Bank, herein called BENEFICIARY, whose address is: 3480 W Sahara Ave , Las Vegas, NV 89102. That property located in Douglas County, State of Nevada, described as follows:

Property Address: 3376 Coloma Drive Carson City NV 89705

Together with all buildings, improvements, and fixtures thereon.

THIS DEED OF TRUST, made on the above date between the Trustor, Trustee and Beneficiary above named.

WITNESSETH: That Trustor irrevocable grants, conveys, transfers and assigns to Trustee in Trust, with power of Sale, the above described real property, together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income") SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO existing taxes, assessments, liens encumbrances, covenants, conditions, restrictions, rights-of-way, and easements of record.

**FOR THE PURPOSE OF SECURING:**

- A. Performance of each agreement of Trustor herein contained.
- B. Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and an extension or renewal thereof, in the principal sum of \$15,000.00 executed by Trustor in favor of beneficiary or order.
- C. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST TRUSTOR AGREES:**

- (1) Trustor shall keep said property in good condition and repair; shall not remove or demolish any building thereon, shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished thereof; shall comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; shall not commit or permit waste thereof; shall not commit, suffer or permit any act upon said property in violation of law; shall cultivate, irrigate, fertilize, fumigate, prune and do all other acts which form the character or use of said property may be reasonable necessary, the specific enumeration herein not excluding the general.



- (2) Trustor shall keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as his interest may appear and then to the secured and in such order as the Beneficiary may determine or at option of the Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.
- (3) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and shall pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum in such action or proceeding in which Beneficiary or Trustee may appear, and in any suit bought by Beneficiary to Foreclose this Deed of Trust.
- (4) Trustor shall pay: at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust Deed, Partial Release and Partial Reconveyance or Deed of Realized and Full Reconveyance and all lawful charges, cost and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.
- (5) Should Trustor fail to make payment or to do any act as provided in this Deed of Trust, then the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expending at the rates provide in the promissory note(s) secured by this Deed of Trust. IT IS MUTUALLY AGREED:
- (6) That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and the ownership thereof subject to this Deed Trust) and upon receipt of such monies Beneficiary may hold the same as such further security, or apply to release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That time is of essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.



- (8) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may (A) by Deed of Partial Release and Partial Reconveyance release and reconvene, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder; the recitals in such Deed of Partial Release and Partial Reconveyance of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such Deed of Partial Release and to the making of any map or plat thereof; (C) join in granting any easement thereon; or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof Beneficiary shall execute his release upon such Deed if so requested by Trustee.
- (9) Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention and upon payment of its fees, Trustee shall be Deed of Release and Full Reconveyance of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such Deed of Release and Full Reconveyance may be described as "The person or Persons Legally Entitled Thereto."
- (10) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust, to collect the Property income, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon such default, Beneficiary may at any time without notice, either in person by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the property or any part thereof, in his own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, upon taking possession of said property. The collection of such Property Income and the application thereof as foresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice to Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchase its Deed conveying the property so sold, but without any conveyance or warranty, expressed or implied. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale.

After deducting all cost, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of: All sums then secured hereby and all



other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in Title 9, Chapter 107. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. The purchase at the Trustee's sale shall be entitled to immediate possession of the property against the Trustor and shall have a right to the summary proceedings to obtain a possession provided in Title 3, Chapter 40, Nevada Revised Statutes, together with costs and reasonable attorney's fees.

In the alternative to foreclosure by Trustee's Sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such Judicial proceedings Beneficiary shall be entitled to reasonable attorney's fees, costs of foreclosure report and all sums advanced with interest, as provided under paragraphs four (4) and five (5) herein.

- (12) That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.
- (13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executor, successors, and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- (14) Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify the party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee. In the event Trustee is made a partying any legal or court proceeding as result of litigation between the Trustor and Trustee shall be paid by either Trustor or Beneficiary, whichever being the non prevailing party.
- (15) To sell said property only to a purchaser whose income is less than 80% of county median incomes or to repay the Beneficiary the sum of indebtedness recorded herein. This Deed of Trust shall remain in effect for a period of five years. Beginning from the date of this Deed of Trust, the second lien will be forgiven at the rate of 1/5 per year until the end of the 5<sup>th</sup> year.
- (16) Time is of the essence of this Deed of Trust and each and every provision hereof.
- (17) Trustor and Beneficiary agrees to the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and Title 9, Chapter 107, inclusive, and no additional duties, burdens or responsibilities shall be placed on the Trustee.
- (18) **Subordination.** Beneficiary and Trustor acknowledge and agree that this Deed of Trust is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advance for the purpose of (a) protecting or further securing the lien of the First Deed of Trust,





curing defaults by the Trustor 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, fixturing 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 deed in lieu of foreclosure of the First Deed of Trust, any provisions 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 Trustor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Trustor or a related entity of the Trustor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Beneficiary has been given written notice of a default under the First Deed of Trust and (ii) the Beneficiary shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Beneficiary.

- (19) The Trustor requests that a copy of any Notice of Trustee's Sale hereunder be mailed to him at his address set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall have recorded a Request of Notice pursuant to Title 9, Chapter 107 in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.
- (20) Acceleration; remedies. Beneficiary shall give notice to Trustor and the Senior Lien Holder prior to acceleration following Trustor's breach of any covenant or agreement in this Deed of Trust. The notice shall specify: (s) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Trustor (and with respect to the Senior Lien Holder, 60 days from the date the notice is given to the Senior Lien Holder), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-exercised of a default or any other defense of Trustor to acceleration and sale. If the default is not cured by the Trustor on or before the date specified in the notice, and the Senior Lien Holder has not exercised its right to cure the default, then Beneficiary at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Notwithstanding Beneficiary's right to invoke any remedies hereunder, the Beneficiary agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least 60 days' prior written notice. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.



(21) This Deed of Trust, when recorded, shall operate as a declaration of abandonment of any homestead previously recorded concerning the property described herein.

(22) ADDITIONAL TERMS AND CONDITIONS:

THE LIEN OF THIS DEED OF TRUST IS JUNIOR AND SUBORDINATE TO THE LIEN OF THAT CERTAIN DEED OF TRUST EXECUTED BY PURCHASER MELISSA C. CAPPS TRUSTOR TO GREATER NEVADA MORTGAGE SERVICE BENEFICIARY, DATED APRIL 11, 2013 , SECURING A PROMISSORY NOTE OF EVEN DATE IN THE AMOUNT OF \$149,900.00 BEING RECORDED CONCURRENTLY HEREWITH.

Int. MC

Mail Tax Statement to Purchaser:

Name: Melissa C. Capps  
Street Address: 3376 Coloma Drive  
City, State, Zip Carson City, NV 89705

Truster Signature: Melissa C. Capps  
Purchaser: MELISSA C. CAPPS

STATE OF NEVADA COUNTY ss: Douglas

Date of Acknowledgment 4-11-13

This instrument was acknowledged before me this date by the person above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.



ANNETTE McCLEAN  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 10-2122-5 - Expires April 26, 2014

Annette McClean  
Notary Public  
My Commission Expires 4-26-14

NOTE: The parties are cautioned that by completing and executing this document, legal right, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.



## RIDER TO DEED OF TRUST

### AFFORDABLE HOUSING PROGRAM RETENTION AGREEMENT AND RESTRICTIVE COVENANTS

(AHP Homeownership Set-Aside Program: IDEA and WISH)

This Rider to Deed of Trust – Affordable Housing Program, Retention Agreement and Restrictive Covenants is attached to and made part of the foregoing deed of trust or similar security instrument (“Deed of Trust”). In this Rider, the beneficiary of the Deed of Trust is referred to as the “Lender” and the trustor under the Deed of Trust is referred to as the “Owner” or “Borrower”. This Rider is sometimes referred to herein as the “Retention Agreement”.

#### 1. RECITALS:

- a. **Whereas**, pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“FIRREA”), the Federal Housing Finance Agency (“Finance Agency”) is required to cause each Federal Home Loan Bank to Establish an affordable housing program (“AHP”) to assist members of each Federal Home Loan Bank to finance affordable housing for very low-, low, or moderate-income households.
- b. **Whereas**, the Federal Home Loan Bank of San Francisco (“FHLB”) has also established an Affordable Housing Program Implementation Plan, which includes Homeownership Set-Aside programs (“the HSA Program”), and policies, procedures, guidelines, and instructions covering, among other things, the use of the FHLB’s AHP funds under the HSA Program.
- c. **Whereas**, Lender, a member of FHLB, has obtained a commitment for funds from the FHLB pursuant to an application to the FHLB (the “AHP Application”) to obtain AHP subsidy (defined below) to provide for low-and-moderate income households in connection with the purchase of housing units pursuant to the requirements of the FHLB HSA Program.
- d. **Whereas**, pursuant to regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Finance Agency pursuant to FIRREA (the “AHP Regulation”). Members of each Federal Home Loan Bank are required to provide for the repayment of direct subsidy should said direct subsidy be unused or improperly used.
- e. **Whereas**, in connection with the Project, Lender entered into an Affordable Housing Program Direct Subsidy Agreement Homeownership Set Aside Program (“AHP Agreement”) with the FHLB, pursuant to which Lender agreed to be bound by the AHP Regulation, and the policies, procedures, guidelines, and instructions covering, among other things, the use of the FHLB’s AHP funds under the HSA Program (collectively along with the AHP Implementation Plan, the “FHLB’s AHP Policies and Procedures”), and perform certain monitoring functions with respect to the Project and related Subsidies
- f. **Whereas**, Lender has disbursed or agreed to disburse the Subsidy (defined below) to Owner in connection with Owner’s purchase of real property described in the Deed of Trust (the “AHP-Assisted Unit”), and in connection with the Subsidy, Owner has executed the Deed of Trust, which includes this Rider.
- g. **Whereas**, the Parties desire to set forth those circumstances under which Lender shall be entitled to the repayment by Owner of the Subsidy.





By signing the Deed of Trust, owner hereby agrees as follows:

1. **Subsidy.** The secured obligation described in and secured by the Deed of Trust represents the "Subsidy" used or to be used in connection with the purchase of the AHP Assisted Unit.
2. **Retention Period.** "Retention Period" means five years from the date of Owner's closing on the AHP-Assisted Unit. Owner agrees to comply with the terms and conditions of this Retention Agreement during the Retention Period.
3. **Principal Residence Requirement; Notice of Sale or Refinancing.**
  - (a) **Residence.** Owner shall own and occupy the AHP-Assisted Unit as Owner's principal residence during the Retention Period. In case of a sale described in Section 4(b)(i) below, the transferee shall own and occupy the AHP-Assisted Unit as transferee's principal residence during the balance of the Retention Period.
  - (b) **Notice.** Owner shall give notice to Lender and Lender shall give notice to the FHLB, of any proposed sale, transfer or refinancing of the AHP-Assisted Unit occurring prior to the end of the Retention Period, including a transfer by foreclosure or deed in lieu of foreclosure. Owner shall give such notice or cause such notice to be given 10 business days in advance of the anticipated completion of the sale or refinancing. The notice shall include all information necessary for determining whether an repayment will be due and payable under Section 4 of the Retention Agreement or similar provisions of the Promissory Note secured by the Deed of Trust ("Note") on account of the proposed transaction and, if any such payment will be due and payable the amount of such payment and the basis for the determination of the amount.
4. **Repayment.**
  - (a) **General.** Unless earlier prepayment is required under subsections (b) or (c) below, payment of the principal balance of this Note will be due and payable in full at the end of the Retention Period, provided that Owner's liability on this Note shall be reduced on a pro rata basis as described in Section 4(b). Provided Owner has owned and occupied the AHP-Assisted Unit as owner's principal residence during the entire Retention Period and no default or breach has occurred and is continuing under this Note, the Deed of Trust, the Retention Agreement and the other Loan Documents and no misuse (as defined in subsection 4(c) of this Retention Agreement has occurred. Owner shall be released from any obligation under this Note and Lender shall reconvey the Deed of Trust at the end of the Retention Period.
  - (b) **Sale or Refinancing.** In the case of a sale or refinancing prior to the end of the Retention Period of the AHP-Assisted Unit, an amount equal to the pro rata share of the Subsidy reduced on a pro rata basis for every year the owner owned and occupied the AHP-Assisted Unit during the Retention Period, shall be repaid to the Lender from any net gain realized upon the sale or refinancing ("net gain" shall include the amount by which the principal amount of the new financing exceeds the amount refinanced), unless:



- i. In case of a sale, the AHP-Assisted Unit is sold to a very low-, low – or moderate-income household as defined in the AHP Regulation and the FHLB’s AHP Policies and Procedures ; or
  - ii. In case of a refinancing, following the refinancing the AHP-Assisted Unit continues to be subject to a deed restriction or other legally enforceable retention agreement or instrument incorporating the income eligibility and affordability restrictions, notice requirements and the other obligations and restrictions described in this Retention Agreement and the AHP Regulation for the remainder of the Retention Period.
- (c) **Noncompliance of Misuse.** Owner shall be required promptly to repay the Subsidy in full, plus interest in an amount determined by the FHLB, that as a result of the Owner’s actions or omissions is not used in compliance with the terms of the AHP Application, the AHP agreement, FHLB’s AHP Policies and Procedures or the requirements of the AHP Regulation, unless Owner cures such noncompliance within a reasonable time pursuant to the AHP Regulation. Noncompliance by owner includes a misrepresentation by owner at any time of Owner’s eligibility to receive the Subsidy or the benefit of the Subsidy or any other facts on which such eligibility to receive the Subsidy or the benefit of the Subsidy or of any facts on which such eligibility is based and any other noncompliance with the AHP Regulation resulting from an action or omission by Owner.
5. **Effect of Foreclosure.** The obligation to repay the Subsidy to Lender and to the FHLB shall terminate after any foreclosure against the AHP-Assisted Unit.
6. **Restrictions Burden the Real Property.** This Retention Agreement requires that the AHP-Assisted Unit be owned and occupied during the Retention Period by a low- or moderate-income household, as defined in Section 1291.1 or other applicable section of the AHP Regulation or FHLB’s AHP Policies and Procedures. All of the covenants and restrictions herein shall run with and encumber the AHP-Assisted Unit and the improvements thereon, and shall bind Owner and Lender during the Retention Period.
7. **Monitoring.** Owner agrees to comply with all requests by Lender for information or documentation arising from Lender’s obligations to obtain information from the Owner under the AHP Regulation, AHP Application, AHP Agreement or the FHLB’s AHP Policies and Procedures. The Owner’s failure to respond to a request by Lender shall constitute noncompliance, as described in Section 4(c) of this Rider.
8. **Secured Obligations.** In addition to any secured obligations described in the main body of the Deed of Trust, the Deed of Trust secures (a) Owner’s obligation to repay the Subsidy under the terms and conditions of this Retention Agreement and the Note executive of owner and (b) performance of Owner’s other obligations under this Retention Agreement.
9. **Address for Notices.** Notices under this Retention Agreement shall be sent to the addresses shown in the main body of the Deed of Trust.
10. **Recording of the Agreement.** This Retention Agreement shall be attached to and made a part of the Deed of Trust and the Deed of Trust shall be recorded in the official records of the county where the AHP-Assisted Unit is located.



**11. Joint and Several Obligations.** If more than one person is the Owner of the AHP-Assisted Unit, their obligations under this Retention Agreement shall be joint and several, and referenced in this Agreement to "Owner" shall be deemed to refer to each of such persons.

Owner:

  
MELISSA C. CAPPS

CORPOR



ACKNOWLEDGMENTS

STATE OF NEVADA

SS.

County of DOUGLAS

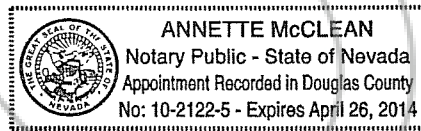
Date of Acknowledgment 4-11-13

This instrument was acknowledged before me this date by the person above-subscribed and if subscribed is a representative capacity, then for the principal named and in the capacity indicated.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 4-26-14

NOTE: The parties are cautioned that by completing and executing this document, legal right, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.





**EXHIBIT "A"**

**All that certain real property situate in the County of Douglas, State of Nevada, described as follows:**

**Lot 9, in Block C, of VALLEY VISTA ESTATES II, Unit 1, a Planned Unit Development, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 17, 1993, in Book 1293, at Page 3652, as Document No. 325265.**

**Assessor's Parcel Number(s):  
1420-18-112-007**

