Assessor's Parcel Number 1220-21-610-068

Recording Requested By:

Nevada Affordable Housing Assistance Corp 10635 Double R Blvd Suite 100 Reno, NV 89521 DOC # 822120 04/19/2013 02:25PM Deputy: AR OFFICIAL RECORD Requested By:

**NAHAC** 

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$16.00
BK-413 PG-5885 RPTT: 0.00



(Space Above This Line For Recording Data)

## SUBORDINATE DEED OF TRUST

Adam Luis

("Borrower") of Gardnerville , Nevada, for the sum of \$9,000.00 and Other valuable consideration paid, grants, with Deed of Trust covenants, to the **NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION** ("Lender"), the mailing address which is 10635 Double R Blvd, Suite 100, Reno, NV 89521, the following real property (the "Property"):

LOT 462, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD ON MAY 29, 1973, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 66512.

Parcel No.: 1220-21-610-068

PROPERTY ADDRESS:1322 Honeybee Ln.

Gardnerville

NV 89460

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.

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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                     | 66.66%                                |
| 24 months and a day to 36 months                     | 33.33%                                |

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 three (3) 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 36 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 third anniversary of this Subordinate Deed of Trust or the first day of the 37<sup>th</sup> month, whichever comes first; provided, however there does not exist, at such time, any uncured event or 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, the Lender shall have all legal and equitable remedies available under law, including the right to foreclose this Subordinate Deed of Trust.

PG-5887

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This Subordinate Deed of Trust shall be governed by the laws o the State of Nevada. Witness the execution hereof this \_\_\_\_\_\_ day of January\_, 20 13 Signed and acknowledged In the presence of: Adam Luis STATE OF NEVADA WASHOE COUNTY OF\_\_\_\_ BE IT REMEMBERED, that on this 9th day of January, 20 13 before me, the subscriber, a Notary Public in and for said County and State, personally came, Adam Michael Luis axxxxxx, Borrower, (married or single) in the foregoing Subordinate Deed of Trust, and acknowledged the signing thereof to be their voluntary act and deed. Notary Public LENONA COOPER

