

Assessor's Parcel Number
1420-18-113-021

Recording Requested By:

Nevada Affordable Housing Assistance
Corporation 205 E. Warm Springs Rd,
Suite 105,
Las Vegas, NV 89119

DOC # 835537
12/16/2013 12:56PM Deputy: AR
OFFICIAL RECORD
Requested By:

NAHAC

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-1213 PG-2499 RPTT: 0.00



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SUBORDINATE DEED OF TRUST

This Subordinate Deed of Trust is entered into by and between
James Lucien Allen Theresa Marie Allen
with a mailing address of 3353 Vista Grande Blvd.
Carson City NV 89705

as Trustor (herein "Borrower"), and the NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION as Trustee and Beneficiary (herein "Lender"), with a mailing address which is 205 E. Warm Springs Rd, Suite 105, Las Vegas, NV 89119.

Borrower, in consideration of the sum of \$ 9000.00 as evidenced by that certain Promissory Note (the "Note") of even date herewith executed by Borrower to the order of Lender, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably grants, bargains, sells and conveys to Trustee with the power of sale, the following:

1. The real property (the "Real Property") described below:

All that real property situated in the County of Douglas, State of Nevada, described as follows: Lot 219 of Block C as shown on the plat of SILVERADO HEIGHTS NO. 2, filed for record in the office of the County Recorder of Douglas County, Nevada on June 20, 1979, as Document No. 33717.

Parcel No.: 1420-18-113-021

PROPERTY ADDRESS: 3353 Vista Grande Blvd.

Carson City NV 89705



2. Together with all improvements erected on the Real Property, and all easements, reversions, appurtenances, Borrower's interest in any lease of the Real Property, rents, royalties, mineral, oil and gas rights and profits, geothermal rights, water, water rights, and water stock, and all fixtures, equipment and other personal property now or subsequently affixed to, placed upon or used in the operation of the Real Property (collectively the "Personal Property").

The Real Property and Personal Property are referred to collectively as the "Property".

This Subordinate Deed of Trust is given to secure payment: (a) of the above amount, and is subject to the terms and conditions of the Note; (b) the payment of all other sums plus interest advanced for the same purpose as the purpose of the original loan represented by the Note or for the improvement or protection of the Property; (c) the Borrower's performance of the covenants of this Subordinate Deed of Trust and the Note; and (d) the repayment of any future advances plus interest made to Borrower by Lender, provided the notes representing those advances state that the advances are secured by this Subordinate Deed of Trust.

The following covenants: Nos. 1, 2, 3, 4, 5, 6, 7 and 8 of Nevada Revised Statutes (NRS) 107.030 are hereby adopted and made a part of this Subordinate Deed if Trust.

Lender, at Lender's option, may from time to time appoint a successor Trustee or Trustees to any Trustee under this Subordinate Deed of Trust by an instrument executed and acknowledged by Lender, which shall be conclusive proof of the proper appointment of such substituted Trustee or Trustees. Upon the recording of such executed and acknowledged instrument in the office of the recorder of Washoe County, State of Nevada, the successor trustee or trustees, without conveyance of the Property, shall succeed to, and be vested with, all the title, powers, interests, duties and trusts vested in or conferred upon the Trustee in this Subordinate Deed of Trust and by applicable law. If there be more than one Trustee, either may act alone and execute the trusts upon the request of Lender, and all of the Trustee's acts thereunder shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.



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 37th 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.



Witness the execution hereof this 17th day of October, 2013.

Signed and acknowledged
In the presence of:

<u>James Lucien Allen</u>	<u>Theresa M. Allen</u>
Borrower	Co-Borrower
James Lucien Allen	Theresa Marie Allen

STATE OF NEVADA
COUNTY OF WASHOE SS:

BE IT REMEMBERED, that on this 17th day of October, 2013
before me, the subscriber, a Notary Public in and for said County and State, personally
came, James Lucien Allen & Theresa Marie Allen
Borrower, (married or single) in the foregoing Subordinate Deed of Trust, and
acknowledged the signing thereof to be their voluntary act and deed.

Lenona Cooper
Notary Public

