

DOC # 836069  
12/27/2013 02:28PM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
eTRCO, LLC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 11 Fee: \$49.00  
BK-1213 PG-5035 RPTT: 0.00



APN# : 1022-09-001-092

**Recording Requested By:**  
Western Title Company, Inc.  
**Escrow No.:** 061321-ARW


**When Recorded Mail To:**  
Heritage Bank of Nevada  
1401 South Virginia Street  
Reno, NV 89502  
Attn: Commercial Lending

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

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(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

**Short Form Deed of Trust and Assignment of Rents**

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



The person recording this document certifies that it does not contain the social security number of any individual.

**RECORDED AT THE REQUEST OF:**

Heritage Bank of Nevada  
1401 South Virginia Street  
Reno, NV 89502  
Attn: Commercial Lending

**WHEN RECORDED MAIL TO:**

Heritage Bank of Nevada  
1401 South Virginia Street  
Reno, NV 89502  
Attn: Commercial Lending

ESCROW NO/LOAN NO: 061321-ARW

*For Recorder's Use Only*

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

(Nevada Form)

**THIS SHORT DEED OF TRUST AND ASSIGNMENT OF RENTS** (the "Deed of Trust"), is made this 27th day of December, 2013 by and between **ANDREW G. BARRAGAN and MORGAN N. BARRAGAN, Husband and Wife as Community Property with right of survivorship**, herein called the **TRUSTOR** and whose address is: 1975 Sheep Camp Road, Gardnerville, Nevada, 89410 ; and,

**HERITAGE BANK OF NEVADA**, herein called the **BENEFICIARY**, whose address is 1401 South Virginia Street, Reno, Nevada 89502; and,

**WESTERN TITLE COMPANY**, herein called the **TRUSTEE**, whose address is 1513 Highway 395, Suite #101, Gardnerville, Nevada 89410.

TRUSTOR, BENEFICIARY and TRUSTEE hereby each agree to incorporate by this reference each of the following recitals into this Deed of Trust:

**WITNESSETH:**

That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that certain real property located in the County of Douglas, State of Nevada and commonly known as 3661 Pinenut Way, Wellington, Nevada, APN(S) 1022-09-001-092 and as legally described as:

*See **Exhibit A** attached hereto and made a part hereof.*

**TOGETHER WITH** any and all rents, issues and profits thereof, **SUBJECT, HOWEVER**, to the right, power and authority given to and conferred upon Beneficiary by the express



provisions incorporated herein by reference below or by law to collect and apply such rents, issues and profits.

**AND FOR THE PURPOSE OF SECURING EACH OF THE FOLLOWING:**

1. Performance of each and all agreements of Trustor which are expressly incorporated by reference or contained herein or are contained in any loan document encompassing the basis for this Deed of Trust;
2. Payment of the indebtedness evidenced by a promissory note other debt instrument or agreement of even date herewith and any extension or renewal thereof, in the original or initial principal sum of \$15,000.00 executed by Trustor in favor of Beneficiary or his, her or its order; and,
3. Payment of such additional sums as may hereafter be borrowed from or due to Beneficiary at any time by the Beneficiary, the covenants regarding the Property or the then record owner of said Property or when evidenced by another promissory note (or notes) reciting it is so secured or by modification of the original promissory note or other debt instrument or agreement.

**AND IN ORDER FOR BENEFICIARY TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR FURTHER AGREES:**

4. By the execution and delivery of the Deed of Trust and the Note secured hereby, Covenants 1 through 9 of NRS 107.030, inclusive, and each shall be hereby adopted and incorporated into this Deed of Trust by this reference as expressly allowed by NRS 107.040(1) and, specifically:
  - 5. As to Covenant 2, the amount of fire and casualty insurance shall be equal to, but not less than, Replacement Cost.
  - As to Covenant 4, the non-default rate of interest to be charged shall be n/a per annum. If a default is incurred, that rate shall increase by n/a percent per annum to n/a percent.
  - As to Covenant 7, the term "reasonable counsel fees and costs actually incurred" shall be inserted.
6. That as Trustor, he, she, they or it will faithfully observe and perform each of said Covenant provisions or those additionally required by law; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the Property, obligations, and specific parties set forth in this Deed of Trust.
7. That this Deed of Trust secures a commercial or investment loan.



8. That the laws of the State of Nevada shall fully govern this Deed of Trust, including any deficiency that may be sought regarding the obligation secured by the Property.

9. The undersigned Trustor expressly requests a copy of any Notice(s) of Default and any Notice(s) of Sale hereunder and regarding this Deed of Trust and requires that same be mailed to him at his address set forth above as specified in Chapter 107 of the Nevada Revised Statutes unless he, she or it notifies Beneficiary by United States Mail in the form of certified or registered mail, return receipt requested of such new address and a period of five (5) business days elapses after proof or evidence of mailing. Prior to mailing said notification, all previously noticed items sent by Beneficiary or Trustee to the address then of record shall deemed proper and valid.

10. Whether or not specified in this Deed of Trust, the term "Trustor" shall include the plural form; the male "he" shall include "she" and "they"; the female "she" shall include "he" or "they"; and, the term "Trustor" shall also include the neuter "it".

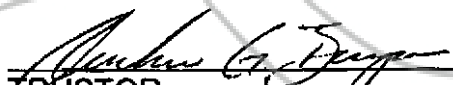
11. This Deed of Trust may not be amended, modified, rescinded, cancelled or reconveyed except with the prior written consent of the Beneficiary or the assignee of the Beneficiary.

12. The following additional attachments, riders or amendments are expressly incorporated herein and shall be deemed part of this Deed of Trust as if set forth in full:

**EXHIBIT "B": IDEA and WISH Rider (Federal Home Loan Board)**

Should any of the provisions of the attached items conflict with any other part of this Deed of Trust, the additional attachments, riders or amendments set forth above in this Paragraph 12 shall control.

IN WITNESS WHEREOF, the undersigned Trustor has executed this Deed of Trust.

  
\_\_\_\_\_  
TRUSTOR  
Print Name: Andrew G. Barragan

  
\_\_\_\_\_  
TRUSTOR  
Print Name: Morgan N. Barragan

[Acknowledgments Follow This Page]

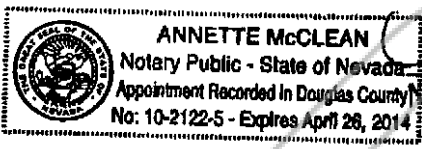


ACKNOWLEDGEMENTS

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 27, 2013, the following person(s) appeared for himself or herself or on behalf of the above-referenced entity before me a Notary Public: ANDREW G. BARRAGAN and said person was personally known to me or proven to be the person whose name is subscribed above and he, she or it acknowledged that he, she or it executed this instrument as stated and in the capacity, if any, noted.


My Seal or Stamp:

 ANETTE McCLEAN  
NOTARY PUBLIC

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On December 27, 2013, the following person appeared for himself or herself or on behalf of the above-referenced entity before me a Notary Public: MORGAN N. BARRAGAN and said person was personally known to me or proven to be the person whose name is subscribed above and he, she or it acknowledged that he, she or it executed this instrument as stated and in the capacity, if any, noted.

My Seal or Stamp:

 ANETTE McCLEAN  
NOTARY PUBLIC



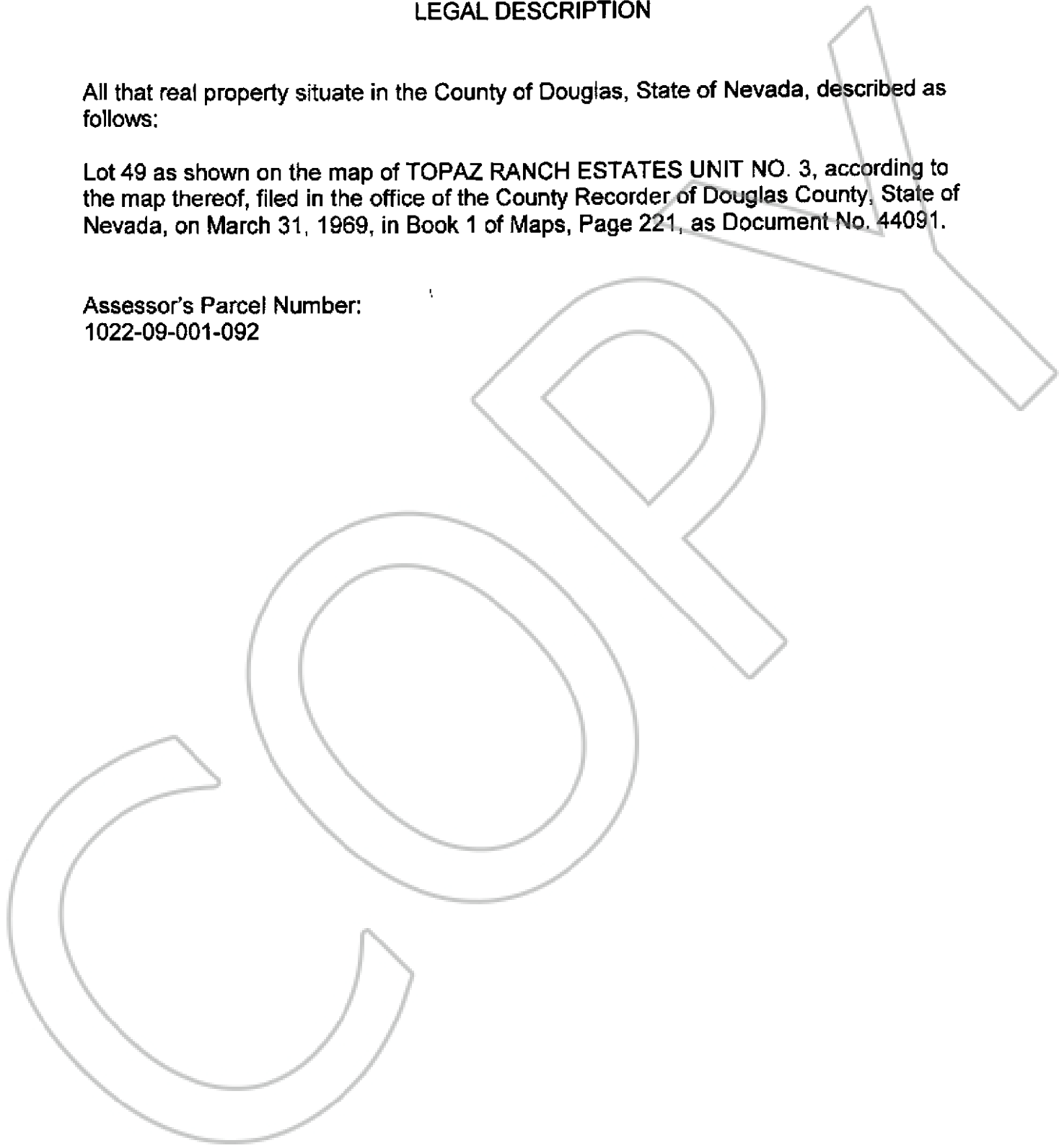
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

Lot 49 as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 31, 1969, in Book 1 of Maps, Page 221, as Document No. 44091.

Assessor's Parcel Number:  
1022-09-001-092

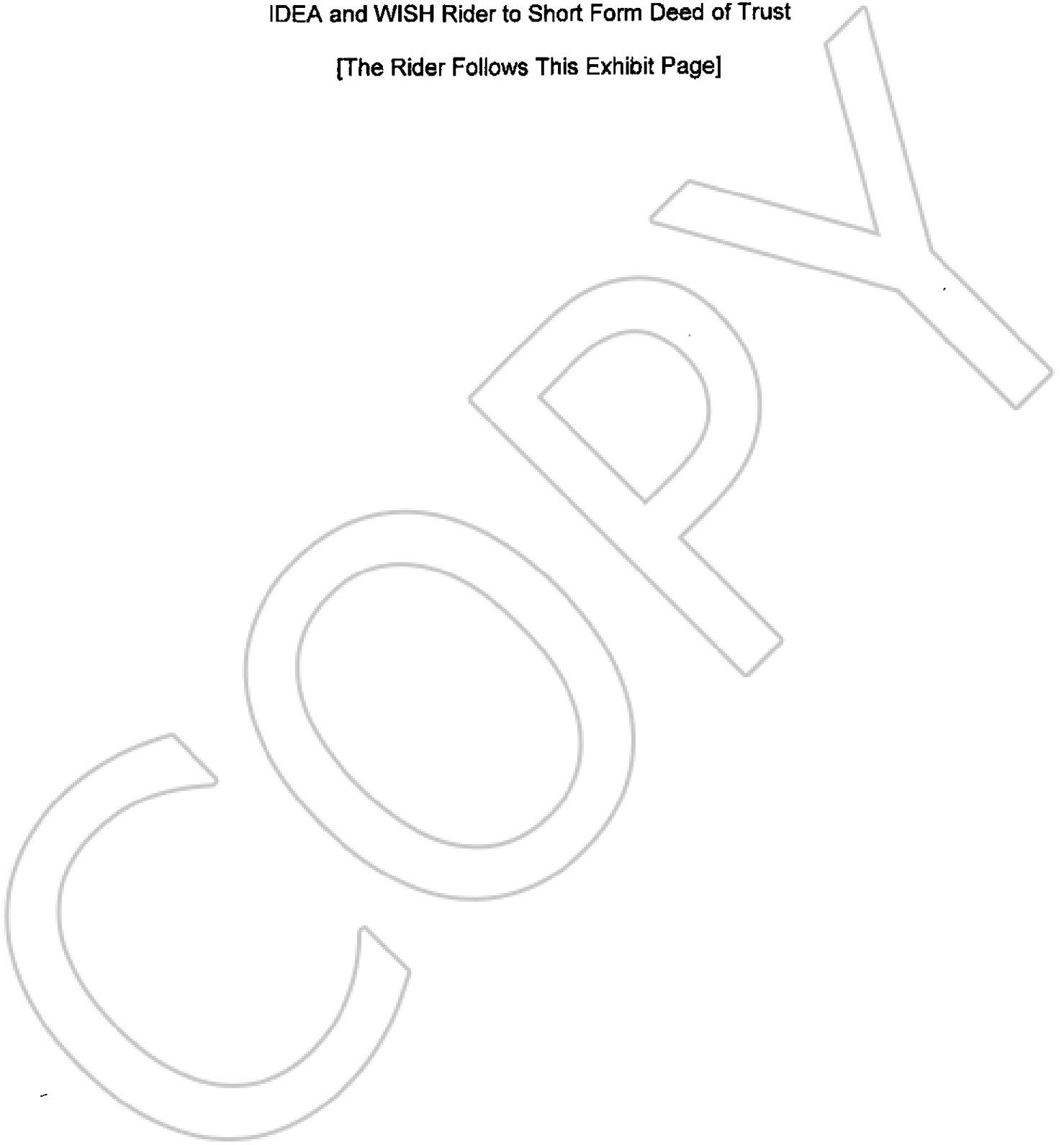




**EXHIBIT B**

IDEA and WISH Rider to Short Form Deed of Trust

[The Rider Follows This Exhibit Page]





**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."

**I. 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 any 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 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 or other Transfer.**
  - (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 at least 10 business days in advance of the anticipated completion of the sale, transfer or refinancing. The notice shall include all information necessary for determining whether any repayment will be due and payable under Section 4 of this 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.** Subject to Section 5 below and 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, 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 or 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 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.
  - (d) **Subsidy Repayment to FHLB.** Lender's obligation to repay Subsidy to FHLB is governed by the FHLB's AHP Policies and Procedures.

5. **Effect of Foreclosure, Deed-in-lieu, or Assignment of First Mortgage.** The obligation to repay the Subsidy to Lender and to the FHLB shall terminate if title to the AHP-Assisted Unit is transferred by foreclosure or deed-in-lieu of foreclosure, or if the first mortgage on the AHP- Assisted Unit is assigned to the Secretary of Housing and Urban Development.
6. **Restrictions Burden the Real Property.** Subject to Section 5, regarding the effect of foreclosure or deed-in lieu of foreclosure, or assignment of the first mortgage on the AHP-Assisted Unit to the Secretary of HUD, 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 executed by 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 references in this Agreement to "Owner" shall be deemed to refer to each of such persons.

Owner:

  
ANDREW G. BARRAGAN

  
MORGAN N. BARRAGAN



BK 1213  
PG-5044



ACKNOWLEDGMENTS

STATE OF NEVADA }  
COUNTY OF DOUGLAS } ss.

On December 27, 2013, the following person(s) appeared for himself or herself or on behalf of the above-referenced entity before me a Notary Public: Andrew Barragan & Morgan Barragan and said person(s) are/is was personally known to me or proven to be the person(s) whose name are/is subscribed above and he, she or it acknowledged that he, she or it executed this instrument as stated and in the capacity, if any, noted.

My Seal or Stamp:



Annette McClean  
NOTARY PUBLIC

