

Doc Number: **0838928**

02/28/2014 01:21 PM

OFFICIAL RECORDS

Requested By:  
INDECOMM HOLDINGS INC

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 15 Fee: \$ 28.00

Bk: 0214 Pg: 4914



Deputy: ar

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

After Recording Return To:  
~~FARMERS BANK & TRUST  
ATTN: FINAL DOCUMENT DEPARTMENT  
14231 METCALF AVENUE #200  
OVERLAND PARK, KS 66223~~

*Rec 2nd*

*79275368*

MAIL TAX STATEMENT TO:

NAME:

ADDRESS:

CITY, STATE, ZIP:

APN #: 1418341111018

Title Order No.: CPW-296332 -2

Escrow No.: CPW-296332 -2

LOAN #: 140111067480

[This Space Reserved for Recording Data]

**DEED OF TRUST  
HOME EQUITY LINE OF CREDIT  
(Securing Future Advances)**

MIN: 1002634-9000067998-8

MERS PHONE #: 1-888-679-6377

THIS DEED OF TRUST is made on FEBRUARY 10, 2014. The grantor is  
JAREIN VLASVELD AND PATTY VLASVELD, TRUSTEES, OR THEIR SUCCESSORS IN  
TRUST, UNDER THE VLASVELD LIVING TRUST, DATED 09/27/2012.

The trustee is Linear Title & Closing, LTD

NV - DEED OF TRUST - Single Family - HELOC - HC# 19891 (12/99)  
Online Documents, Inc.

Page 1 of 8

Initials: *[Signature]*  
NVZDEED

("Trustee")

*[Signature]*  
NVZDEDL 0912



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**MERS is the beneficiary under this Deed of Trust.** "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. In this Deed of Trust, the terms "you," "your" and "yours" refer to the grantor(s). The terms "we," "us" and "our" refer to **FARMERS BANK & TRUST, A CORPORATION**

("Lender"),

whose address is **14231 METCALF AVENUE #200, OVERLAND PARK, KS 66223.**

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Deed of Trust ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of \*\*\*\*\***FIFTEEN THOUSAND AND NO/100**\*\*\*\*\* Dollars (U.S. **\$15,000.00** ). All amounts due under the Agreement must be paid in full not later than **MARCH 1, 2034.**

You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Deed of Trust shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement. Any future advances under the Agreement shall be governed by the provisions of Nevada law set forth in NRS Sections 106.300 through 106.400 (relating to encumbrances to secure future advances).

The beneficiary of this Deed of Trust is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose, and in consideration of the debt, you irrevocably grant and convey to the Trustee, in trust, with power of sale, the following described property located in **Douglas** County, Nevada:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT**

**"A".**

**APN #: 1418341111018**

which has the address of **214 Lyons Ave, Zephyr Cove,**

**Nevada 89448** ("Property Address");

Initials: 

WZDEDL 0912



**LOAN #: 140111067480**

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property." You understand and agree that MERS holds only legal title to the interests granted by you in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

**YOU COVENANT** that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**YOU AND WE** covenant and agree as follows:

**1. Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

**3. Prior Mortgages; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment of taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the



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premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

**5. Preservation, Maintenance and Protection of the Property; Your Loan Application; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Deed of Trust is on a leasehold, you shall comply with the lease. You shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. You shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or over any advance under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request.



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If we required mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.

**8. Condemnation.** To the extent permitted by law, the proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemner offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. No Release Upon Extension or Modification.** Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Deed of Trust shall not operate to release you from your obligations or liability under the Agreement or this Deed of Trust.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

**13. Governing Law; Severability.** The interpretation and enforcement of this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Agreement are declared to be severable.

*[Handwritten initials]*  
WZDEDL 0912



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**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option and to the extent permitted by law, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement or this Deed of Trust is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date not less than 35 days from the date the notice is given to you and recorded in the appropriate county office, 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 you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we may, at our option, 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. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 17, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

If we invoke the power of sale, we shall mail or cause the Trustee to mail a notice of sale to you in the manner prescribed by applicable law. The Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. The Trustee, without demand on you, shall sell the Property at public auction to the highest bidder at the time and place



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and under the terms designated in the notice of sale in one or more parcels and in any order the Trustee determines. The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. We or our designee may purchase the Property at any sale.

The Trustee shall deliver to the purchaser the Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be conclusive evidence of the truth of the statements made therein, unless otherwise provided by applicable law. The Trustee, in accordance with NRS Section 40.462(2), shall apply the proceeds of the sale in the following order:

(a) to all expenses of the sale, including, but not limited to, Trustee's fees of the gross sale price and reasonable attorneys' fees (as set forth above); (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (20% per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS Section 107.030 are hereby adopted and made a part of this deed of trust.

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Deed of Trust.

**19. Reconveyance.** Upon your request and payment of all sums secured by this Deed of Trust, we shall release this Deed of Trust. To the extent permitted by law, you will be responsible for all costs of recording such release.

**20. Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Deed of Trust upon full repayment of all sums secured thereby.

**21. Waiver.** No waiver by us at any time of any term, provision or covenant contained in this Deed of Trust or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.

**22. Substitute Trustee.** We, at our option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

**23. Assumption Fee.** If we permit an assumption of the loan secured by this Deed of Trust, we may charge an assumption fee of

Dollars ( \$0.00 ).

**24. Riders to this Deed of Trust.** If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were part of this Deed of Trust.

Condominium Rider  1-4 Family Rider  Planned Unit Development Rider  
 Other(s) (specify) INTER VIVOS TRUST RIDER, INTER VIVOS REVOCABLE TRUST AS BORROWER-ACK

Initials:

*[Handwritten initials]*  
NVZDEDL 0912



LOAN #: 140111067480

BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by you and recorded with it.

Jarein Vlasveld, TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

[Signature] (seal)  
Jarein Vlasveld-BORROWER

Patty Vlasveld, TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

[Signature] (seal)  
Patty Vlasveld-BORROWER

STATE OF NEVADA  
County of DOUGLAS

This instrument was acknowledged before me on February 10, 2014  
(date) by Jarein Vlasveld AND Patty Vlasveld (name(s) of person(s)).

(Seal, if any)



[Signature]  
(Signature of notarial officer)

Title (and rank): Notary Public

Lender: FARMERS BANK & TRUST  
NMLS ID: 613839  
Loan Originator: Scott A Casida  
NMLS ID: 1022968





LOAN #: 140111067480

**INTER VIVOS REVOCABLE TRUST RIDER**

**DEFINITIONS USED IN THIS RIDER**

(A) "Revocable Trust" means The **Vlasveld Living Trust**

created under trust instrument dated **SEPTEMBER 27, 2012** for the benefit of  
**JAREIN VLASVELD AND PATTY VLASVELD**

(B) "Revocable Trust Trustee(s)" means **Jarein Vlasveld AND Patty Vlasveld**

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means **Jarein Vlasveld AND Patty Vlasveld**

settlor(s) of the Revocable Trust.

(D) "Lender" means **FARMERS BANK & TRUST, A CORPORATION**

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: **214 Lyons Ave  
Zephyr Cove, NV 89448**

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this **10TH** day of **FEBRUARY, 2014** and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

Initials:   
SIVTRLU 0712



LOAN #: 140111067480

**A. ADDITIONAL BORROWER(S)**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Jarein Vlasveld, TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

  
\_\_\_\_\_  
Jarein Vlasveld-BORROWER (seal)

Patty Vlasveld, TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

  
\_\_\_\_\_  
Patty Vlasveld-BORROWER (seal)


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**INTER VIVOS REVOCABLE TRUST AS  
BORROWER-ACKNOWLEDGMENT**

BY SIGNING BELOW, the undersigned, Settlor(s)/Grantor(s)/Trustor(s) of **THE Vlasveld Living Trust**

under trust instrument dated **SEPTEMBER 27, 2012** for the benefit of **JAREIN VLASVELD AND PATTY VLASVELD**

acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

  
\_\_\_\_\_  
Jarein Vlasveld -- TRUST SETTLOR (Seal)

  
\_\_\_\_\_  
Patty Vlasveld -- TRUST SETTLOR (Seal)

LOAN #: 140111067480

MIN : 1002634-9000067998-8

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **10TH** day of **FEBRUARY, 2014**, and is incorporated into and shall be deemed to amend and supplement the HELOC Mortgage, HELOC Deed of Trust, Open-End Mortgage, Open-End Deed of Trust, HELOC Security Deed, Deed of Trust, Home Equity Deed of Trust, Credit Line Mortgage, Line of Credit Trust Deed, HELOC Open-End Mortgage, Credit Line Deed of Trust, Multiple Indebtedness Mortgage, Mortgage-Short-Term Mortgage Redemption, Mortgage-One Hundred Eighty Day Redemption Mortgage-Collateral Real Estate Mortgage (the "Security Instrument") of the same date, given by the undersigned to secure the undersigned's Agreement referred to in the Security Instrument.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **CONVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"). The Property is a part of a planned unit development known as **Cave Rock Village**

(the "PUD"). The Property also includes your interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of your interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, you and we further covenant and agree as follows:

**A. PUD Obligations.** You shall perform all of your obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. You shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to us and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which we require insurance, then: (i) we waive the provision in Section 3 for the periodic payment to us of the yearly premium



**LOAN # : 140111067480**

installments for hazard insurance on the Property; and (ii) your obligation under Section 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What we require as a condition of this waiver can change during the term of the loan.

You shall give us prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.


In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to you are hereby assigned and shall be paid to us. We shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to you.

**C. Public Liability Insurance.** You shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to us.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to you in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. Such proceeds shall be applied by us to the sums secured by the Security Instrument as provided in Section 8.

**E. Our Prior Consent.** You shall not, except after notice to us and with our prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of us; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to us.

**F. Remedies.** If you do not pay PUD dues and assessments when due, then we may pay them. Any amounts disbursed by us under this paragraph F shall become additional debt secured by the Security Instrument. Unless you and we agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of interest specified in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.


Initials:   
G2PUDRLU 0805



LOAN #: 140111067480

BY SIGNING BELOW, you accept and agree to the terms and covenants contained in this PUD Rider.

Jarein Vlasveld, INDIVIDUALLY AND AS TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

  
\_\_\_\_\_  
Jarein Vlasveld-BORROWER (seal)

Patty Vlasveld, INDIVIDUALLY AND AS TRUSTEE OF THE Vlasveld Living Trust UNDER TRUST INSTRUMENT DATED SEPTEMBER 27, 2012, FOR THE BENEFIT OF JAREIN VLASVELD AND PATTY VLASVELD.

  
\_\_\_\_\_  
Patty Vlasveld-BORROWER (seal)

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

LOT 6 AND THE WEST 1/2 OF LOT 7 IN BLOCK 2 OF CAVE ROCK VILLAGE SUBDIVISION, ACCORDING TO THE MAP FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON OCTOBER 5, 1953 AS FILE NO. 9223.

PARCEL ID #1418341111018

THIS BEING THE SAME PROPERTY CONVEYED TO JAREIN VLASVELD AND PATTY VLASVELD, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE VLASVELD LIVING TRUST, DATED SEPTEMBER 27, 2012 FROM JAREIN VLASVELD AND PATTY VLASVELD, WHO TOOK TITLE AS JAREIN VLASVELD AND PATTY HUTCHINS, HUSBAND AND WIFE, AS COMMUNITY PROPERTY IN A DEED DATED NOVEMBER 1, 2012 AND RECORDED NOVEMBER 6, 2012 IN BOOK 1112 PAGE 1371.

Property Commonly Known As: 214 Lyons Avenue Zephyr Cove, NV 89448



\*U04586497\*