

APN# 42-254-04



Recording Requested by/Mail to:

Name: SUSAN ENGER

Address: 5915 MONTANA DR

City/State/Zip: SAN JOSE, CA 95128

Mail Tax Statements to:

Name: NO CHANGE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

AFFIDAVIT OF DEATH

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

Susan Enger  
Signature

SUSAN ENGER  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting  
NAME

**AFFIDAVIT OF DEATH OF JOINT TENANT**

STATE OF CALIFORNIA }

SS

COUNTY OF SANTA CLARA }

BEFORE ME, the undersigned Notary Public, personally appeared, SUSAN E. ENGER, "Affiant", who upon being duly sworn, deposes and states upon his or her oath or affirmation, the following:

1. My name is SUSAN E. ENGER and I reside at 5915 McHAWK DR, SAN JOSE, CA. 95123
2. I owned real property as a joint tenant with RONALD S. ENGER, such real property located in DOUGLAS County, State of NEVADA, described as follows:

See Attached Legal Description.

Title deed is recorded in Book 0892, Page 686 in the office of the register of deeds in the county and state aforesaid.

3. RONALD S. ENGER my joint tenant identified above, departed this life on the 6TH day of SEPTEMBER, 2007. A copy of the death certificate of RONALD S. ENGER is attached.

4. On the date of the death of RONALD S. ENGER, the above described real estate was owned by RONALD S. ENGER and SUSAN E. ENGER, as joint tenants and the joint tenancy had not been severed by any act of the parties or by operation of law.

5. Affiant is the sole surviving joint tenant of the property described above.

Dated this the 18TH day of NOVEMBER, 2015.

SWORN TO AND SUBSCRIBED before me this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

*please see attach*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

- 1 - *Susan E. Enger 11-18-15*  
*SUSAN E. ENGER*

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

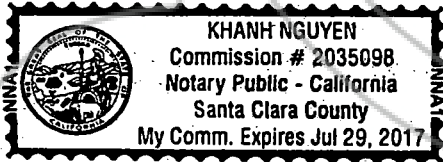
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Santa Clara

Subscribed and sworn to (or affirmed) before me  
 on this 10 day of November, 2015  
 by \_\_\_\_\_  
Date Month Year

(1) Susan E. Enger  
 (and (2) N/A),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature \_\_\_\_\_  
Signature of Notary Public

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Affidavit of death of joint tenant Document Date: 11/10/15  
 Number of Pages: 1 Signer(s) Other Than Named Above: Susan

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this July 27, 1992 by and between Ronald S. Enger and Susan E. Enger, husband and wife as joint tenants with right of survivorship.

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HANICH TAHOE DEVELOPMENTS, a Nevada General Partnership Beneficiary.

WITNESSETH:

That the trustor does hereby grant, bargain, sell and convey unto the Trustee with power of sale all that certain property situated in Douglas County, Nevada as follows:

(See Exhibit "A" attached hereto and incorporated herein by this reference) AND ALSO all the estate, interest, and other claims, in law and in equity, which the Trustor now has or may hereafter acquire in and to said property TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging to or appertaining, and any severals, reversions or remainders and all rents, issues and profits of said real property, subject to the rights and authority conferred upon Beneficiary hereinafter set forth to collect and apply such rents, issues and profits. FOR THE PURPOSE OF SECURING:

FIRST: Payment of an indebtedness in the sum of \$ 11,020.00, evidenced by a Promissory Note of even date herewith, with interest thereon, according to the terms of said Promissory Note, which Promissory Note is by reference made a part hereof, is executed by the Trustor, delivered to Beneficiary, and payable to the order of Beneficiary and any and all modifications, extensions and renewals thereof.

SECOND: Payment of all THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due. THIRD: Payment of such additional costs with interest thereon as may be hereafter loaned by Beneficiary to Trustor as additional advances under this Deed of Trust by the Promissory Note or Notes of Trustor, and payments of any monies advanced or paid out by Beneficiary or by the Trustor to or for Trustor pursuant to the provisions of this Deed of Trust, and payment of all indebtedness of the Trustor to the Beneficiary or to the Trustee to or for Trustor pursuant to the provisions of this Deed of Trust, and payment of all indebtedness of the Trustor to the Beneficiary or to the Trustee which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any Promissory Note or Notes secured hereby, or any agreement executed contemporaneously with this Deed of Trust.

FOURTH: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs and expenses paid by Beneficiary or Trustee in performing for Trustor's account any obligations of Trustor or to collect the rents or prevail trusts.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all assessments, dues and membership fees assessed by or owing to THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION upon the above-described premises and shall not permit said claims to become a lien upon the premises; to comply with all laws affecting said premises and not commit or permit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said premises.

2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to collection agent of Beneficiary a certified copy of the original policy or policies of insurance purchased by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

3. Trustor promises and agrees that if default is made in the payment when due of any installment of principal or interest, or obligation in accordance with the terms of any Promissory Note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein or of the Trustor becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding is voluntarily or involuntarily instituted for reorganization or other debt relief provided for by the bankruptcy act OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECAE, EXCHANGE OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, WHETHER BY THE OPERATION OF LAW OR OTHERWISE, EXCEPT BY DESCENT OR DEVISE; then upon the happening of any such event, the Beneficiary, at its option, may declare all Promissory Notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and Beneficiary or Trustee may record a notice of such breach or default and deed to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (reasonable attorneys' fees), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this Deed of Trust.

5. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof.

7. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any such security of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name and or otherwise collect such rents, issues and profits, including those just due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such other as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

9. The trusts created hereby are irrevocable by the Trustor.

10. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the liability of Trustor shall be limited to all monies paid to date of the return of Exhibit "A" real property and that no deficiency judgment shall lie against the Trustor.

11. This Deed of Trust may not be assumed without prior written consent of Beneficiary. Should Beneficiary not decline all sums due in accordance with Paragraph 3 above, then this Deed of Trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$150.00 per interval week; credit approval of the assuming party; completion of an acceptance form and statements of acknowledgment by the assuming party of all conditions herein; and execution of an assumption agreement.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust the day and year first above written.

STATE OF NEVADA, COUNTY OF DOUGLAS On July 27, 1992 personally appeared before me, a Notary Public, Ronald S. Enger Susan E. Enger

TRUSTOR: Ronald S. Enger Susan E. Enger

personally known to me, (or proved to me on the basis of satisfactory evidence) who acknowledged that they executed the above instrument.

Signature (Notary Public)

Debora Toal Debora Toal, witness

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. Escrow or Loan No. 28-004-32-81

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

Notarial Seal

WHEN RECORDED MAIL TO:

**STATE OF NEVADA**

**COUNTY OF DOUGLAS**

On this 27 day of July 1992, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Debora Toal, known to me or has proved to me to be the same person whose name is subscribed to the attached instrument as a witness to the signature(s) of

Ronald S. Enger and Susan E. Enger

and upon oath did depose that she was present and saw them affix their signature(s) to the attached instrument and that thereupon they acknowledged to her that they executed the same freely and voluntarily and for the uses and purposes therein mentioned, and that as such witness thereupon subscribed her name to said instrument as witness thereto.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas, the day and year this certificate first above written.



*Stephanie Thompson*

Signature of Notary

EXHIBIT "A" (28)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/50th interest in and to Lot 28 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 1 through 50 (inclusive) as shown on said map; and (B) Unit No. 4 as shown and defined on said map; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Six recorded December 18, 1990, as Document No. 241238, as amended by Amended Declaration of Annexation of The Ridge Tahoe Phase Six, recorded February 25, 1992, as Document No. 271727, and as described in the Recitation of Easements Affecting The Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest, in Lot 28 only, for one week every other year in Even -numbered years in accordance with said Declarations.

A portion of APN: 42-254-04

REQUESTED BY  
STEWART TITLE & DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'92 AUG -6 A9:43

SUZANNE BEAUDREAU  
RECORDER

285246

\$ 7.00 PAID: K2 DEPUTY CLERK

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY of SANTA CLARA**  
**PUBLIC HEALTH DEPARTMENT**  
**VITAL RECORDS AND REGISTRATION**  
645 SOUTH BASCOM AVENUE, SAN JOSE, CALIFORNIA 95128

**CERTIFICATE OF DEATH**  
STATE OF CALIFORNIA  
USE BLACK INK ONLY, NO ERASURES, WHITOUTS OR ALTERATIONS  
VS-1 (REV 1/94)

3200743006515  
LOCAL REGISTRATION NUMBER

STATE FILE NUMBER		STATE OF CALIFORNIA		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT — FIRST (Given) <b>RONALD</b>		2. MIDDLE <b>STEVEN</b>		3. LAST (Family) <b>ENGER</b>	
4. AKA, ALSO KNOWN AS — Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy <b>08/31/1937</b>		5. AGE Yrs. <b>70</b>	
9. BIRTH STATE/FOREIGN COUNTRY <b>CA</b>		10. SOCIAL SECURITY NUMBER <b>5279</b>		11. EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
12. MARITAL STATUS (at Time of Death) <b>MARRIED</b>		7. DATE OF DEATH mm/dd/yyyy <b>09/06/2007</b>		8. HOUR (24 Hours) <b>0105</b>	
13. EDUCATION — Highest Level/Degree (See worksheet on back) <b>BACHELOR</b>		14/15 WAS DECEDENT HISPANIC/LATINO (AVSPANISH)? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE — Up to 3 races may be listed (see worksheet on back) <b>CAUCASIAN</b>	
17. USUAL OCCUPATION — Type of work for most of life, DO NOT USE RETIRED <b>INSURANCE AGENT</b>		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) <b>INSURANCE</b>		19. YEARS IN OCCUPATION <b>40</b>	
20. DECEDENT'S RESIDENCE (Street and number or location) <b>5915 MOHAWK DR.</b>					
21. CITY <b>SAN JOSE</b>		22. COUNTY/PROVINCE <b>SANTA CLARA</b>		23. ZIP CODE <b>95123</b>	
24. YEARS IN COUNTY <b>31</b>		25. STATE/FOREIGN COUNTRY <b>CA</b>			
26. INFORMANT'S NAME, RELATIONSHIP <b>SUSAN E. ENGER, WIFE</b>			27. INFORMANT'S MAILING ADDRESS (Street and number or unit/box number, city or town, state, ZIP) <b>5915 MOHAWK DR., SAN JOSE, CA 95123</b>		
28. NAME OF SURVIVING SPOUSE — FIRST <b>SUSAN</b>		29. MIDDLE <b>E.</b>		30. LAST (Maiden Name) <b>SEWELL</b>	
31. NAME OF FATHER — FIRST <b>ALBERT</b>		32. MIDDLE <b>STEVEN</b>		33. LAST <b>ENGER</b>	
34. BIRTH STATE <b>MO</b>		35. NAME OF MOTHER — FIRST <b>PEARL</b>		36. MIDDLE <b>EVA</b>	
37. LAST (Maiden) <b>LOTZ</b>		38. BIRTH STATE <b>MO</b>			
39. DISPOSITION DATE mm/dd/yyyy <b>09/14/2007</b>		40. PLACE OF FINAL DISPOSITION <b>MAUI MEMORIAL PARK 450 WAIALE DR., WAILUKU, HI 96793</b>			
41. TYPE OF DISPOSITION(S) <b>CR/TR/BU</b>		42. SIGNATURE OF EMBALMER <b>NOT EMBALMED</b>		43. LICENSE NUMBER	
44. NAME OF FUNERAL ESTABLISHMENT <b>NEPTUNE SOCIETY OF CENTRAL CA</b>		45. LICENSE NUMBER <b>FD1322</b>		46. SIGNATURE OF LOCAL REGISTRAR <b>MARTIN D FENSTERSHEIB, MD</b>	
47. DATE mm/dd/yyyy <b>09/10/2007</b>					
101. PLACE OF DEATH <b>WHITE BLOSSOM CARE CENTER</b>		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/ED <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input checked="" type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other		103. IF OTHER THAN HOSPITAL, SPECIFY ONE	
104. COUNTY <b>SANTA CLARA</b>		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) <b>1990 FRUITDALE AVE.</b>		106. CITY <b>SAN JOSE</b>	
107. CAUSE OF DEATH Enter the chain of events — diseases, injuries, or complications — that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. <b>(A) RESPIRATORY FAILURE</b> <b>(B) LUNG CANCER</b>		108. DEATH REPORTED TO CORONER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		109. REFERRAL NUMBER	
110. BIOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		111. AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		112. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
113. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107					
114. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date)					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent: Attested Since <b>09/03/2007</b> Decedent: Last Seen Alive <b>09/03/2007</b>		115. SIGNATURE AND TITLE OF CERTIFIER <b>RANI VENKATRAMAN RAMACHANDRAN, M.D.</b>		116. LICENSE NUMBER <b>A48819</b>	
117. DATE mm/dd/yyyy <b>09/10/2007</b>		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE <b>RANI VENKATRAMAN RAMACHANDRAN 105 N. BASCOM AVE #203A, SAN JOSE, CA 95128</b>			
119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		121. INJURY DATE mm/dd/yyyy	
122. HOUR (24 Hours)		122. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)			
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		126. SIGNATURE OF CORONER / DEPUTY CORONER			
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER			
STATE REGISTRAR		A B C D E		FAX AUTH. #	
CENSUS TRACT		*012007000594734*			

**CERTIFIED COPY OF VITAL RECORDS**

STATE OF CALIFORNIA } SS DATE ISSUED **SEP 13 2007**  
COUNTY OF SANTA CLARA } By

\* H 2 1 6 8 4 3 2 \*

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF PUBLIC HEALTH.

*Martin D. Fenstersheib MD*  
**MARTIN D. FENSTERSHEIB**  
HEALTH OFFICER AND LOCAL REGISTRAR  
OF BIRTHS AND DEATHS

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

**ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE**

