

DOUGLAS COUNTY, NV

2017-896141

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03/20/2017 01:50 PM

FIRST AMERICAN TITLE RENO

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

First American Title Co.
5310 Kietzke Lane
Reno, Nevada 89511

WHEN RECORDED RETURN TO:

Michael T. Coleman & Leslie Jane Coleman
6645 W. Prentice Ave
Littleton, CO 80123

APN: 1318-23-212-009

ORDER #:2517527-BM

Deed of Trust

Title of Document

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or printed.

DEED OF TRUST

THIS DEED OF TRUST, dated March 17, 2017, between Sarah Jane and Kevin Michael Blithe hereinafter referred to as the Grantor, whose address is 4445 Wild Eagle Terrace, Reno, NV, 89511, County of Washoe and State of Nevada, and the Public Trustee of the County or City and County in which the property described below is situated, in the State of Nevada,

Witness, that the Grantor, to secure a promissory note or notes, hereinafter referred to in the singular, dated March 17, 2017, for the total principal sum of Three hundred-seventy-five thousand dollars (\$375,000.00), payable to the order of Michael T. and Leslie Jane Coleman, the original Beneficiary herein, whose address is 6645 We. Prentice Ave, Littleton, CO, 80123., after the date thereof, with interest thereon from the date thereof at the rate of 2% percent per annum, principal and interest payable due on July 17, 2017 does hereby grant and convey unto said Public Trustee the following described property, situate in the Stateline, County of Douglas, State of Nevada, to wit:

known by street and number as: 116 Snowbird Court Unit B

See attached Exhibit A

TO HAVE AND TO HOLD the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of the note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then the beneficiary (note holder) may demand the property be sold by filing a notice of election and demand for sale with the Public Trustee. The Public Trustee shall mail and publish a combined notice of sale and Grantor's rights in compliance with Nevada law. Such legal notice is to be published as required by law in a newspaper in the county or counties where the property is located. A copy of the combined notice shall be mailed to all persons entitled to receive notice as required by law. It shall then be lawful for the Public Trustee to sell the property at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of the sale the Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on the note, rendering the overplus (if any) unto the Grantor; and the Trustee shall execute and deliver to the purchaser a confirmation deed to the property no later than ten days after the date of sale or, if later, the expiration of all redemption periods and the receipt by the Trustee of all statutory fees and costs. The Beneficiary of the note may purchase the property or any part thereof at such sale. The Grantor covenants that at the time of delivery of these presents, Grantor is seized of the property in fee simple, and that the property is free of encumbrances, except N/A.

The Grantor also covenants that the Grantor will keep all buildings insured with a company approved by the beneficiary for fire and extended coverage in an amount equal to the unpaid balance of the note with loss payable to the beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against the property and amounts due on prior encumbrances. If Grantor fails to pay insurance premiums, taxes or amounts due on prior encumbrances, the beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in case of foreclosure, the Grantor will pay an attorney's fee of \$N/A.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to the property, the Grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the Grantor does hereby release and

*Insert "City and" when applicable.

waive all claims in the property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of the principal or interest or a breach of any of the covenants herein, then the principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in the note to the contrary notwithstanding and possession of the property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for the property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural and the plural the singular. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

Sarah Blithe
Sarah Blithe
Kevin Blithe
Kevin Blithe

STATE OF NEVADA

County of Washoe

The foregoing instrument was acknowledged before me this 17 day of March, 2017, by Sarah Blithe and Kevin Blithe.

Witness my hand and official seal.



Brandie Martin
Notary Public
My commission expires: 12/16/17

Name and Address of Person Creating Newly Created Legal Description (Section 38-35-106.5, C.R.S)

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

PARCEL A:

LOT 24B, AS SHOWN BY THE MAP OF LAKE VILLAGE, UNIT NO. 2C, AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MARCH 10, 1972, IN BOOK 97, PAGE 422, AS DOCUMENT NO. 58124.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 24B OF LAKE VILLAGE UNIT 2-C, AS CONVEYED TO THE LAKE VILLAGE HOMEOWNERS ASSOCIATION BY DEED RECORDED OCTOBER 21, 1994 IN BOOK 1094 OF OFFICIAL RECORD AT PAGE 3599 AS DOCUMENT NO. 349056.

PARCEL B:

ALL THAT PORTION OF LOT 37 COMMON AREA OF LAKE VILLAGE UNIT 2-C FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MARCH 10, 1972 AS FILE NO. 58124 CONVEYED BY DEED TO STEPHEN MASSA 1990 IRREVOCABLE TRUST, RECORDED OCTOBER 21, 1994 IN BOOK 1094 OF OFFICIAL RECORDS AT PAGE 3596 AS DOCUMENT NO. 349055.