DOUGLAS COUNTY, NV Rec:\$35.00 Total:\$35.00

2017-907409 11/29/2017 11:30 AM

GITI HADDADI Pgs=7 200251202017020270272

APN# 1319 30 - 644 - 026 0006543020	1709074090070072
Recording Requested by/Mail to: KAREN ELLI	SON, RECORDER
Name: GITI HADDADI	\ \
Address: <u>5943 DO GWOOD LN</u>	\ \
City/State/Zip: WEST DES MOINES, IA 50266-666	4 \
Mail Tax Statements to:	-11
Name:	
Address:	
City/State/Zip:	
AFFIDAVIT OF DEATH OF JOINT TE	NANT
Title of Document (required)	
(Only use if applicable)	
The undersigned hereby affirms that the document submitted for reco	
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)	·
Signature	
Printed Name	
This document is being (re-)recorded to correct document #	and is correcting

# AFFIDAVIT OF DEATH OF JOINT TENANT

STATE OF <u>nevada</u>
COUNTY OF Douglas
BEFORE ME, the undersigned Notary Public, personally appeared City Haddel , "Affiant", who upon being duly sworn, deposes and states upon his or her oath or affirmation, the following:
1. My name is <u>GITI HABBABI</u> and I reside at 5943 DOGWOODLIN, WEST DES MOINES, IA 50266
2. I owned real property as a joint tenant with SEYED M. ABRARI such real property located in Douce as County, State of MEVADA, described as follows:
See Attached Legal Description.  Title deed is recorded in Book
3. <u>SEYES M. ABRARI</u> , my joint tenant identified above, departed this life on the 17 day of <u>JANUARY</u> , 2001. A copy of the death certificate of <u>SEVES M. ABRARI</u> is attached.
4. On the date of the death of <u>SEVED M. ABRARI</u> , the above described real estate was owned by <u>SEVED M. ABRARI</u> and <u>CITI HADAADI</u> , 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 20 day of NoJEMBER, 2017.
Haddadi Affant Giti Haddadi
Giti Haddadi

SWORN TO AND SUBSCRIBED before me this the <u>30</u> day of <u>november</u>.

NOTARY PUBLIC

My Commission Expires: 41113021





CERTIFICATION OF VITAL RECORD



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STATE FILE NUMBER  1. NAME OF DECEDENT—FIRST (GIVEN)				VS-11 (REV 1/00)					LAST (PANILY)			
		RST (GIVEN)			<b>L</b> .							\ \
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CAUSE OF DEATH  PHYSICIAN S CERTIFICATION  CORONER'S USE	105. STREET ADDRESS 1250 16th St 107. GEATH WAS CAULE IMMEDIATE CAUSE  DUE TO (B)  DUE TO (C)  DUE TO (C)  DUE TO (C)  112. OTHER SIGNIFICATION NO  114. CERTIFY THAT IS GOOD FLACE STATE UCCUBANT ATTENDED SING MIN DO THE CONTROL OF	STREET AND TENT OF THE NOTIFICATION OF THE BEST OF THE BEST OF THE BEST OF THE HOLD OF THE	ONLY ONE CONTRIBUTE  CONTRIBUTE  C Renal  TO RADAT  TO R	Failure  Ction  Insuffi  OTION IN ITEM  Ammar (120 INJURY 124, DESCRIPTION AND CITY.	BUT NOT CIENCY 107 OR 1 TYPNDING SAKKOU AT WORK NO	P. C. AND I	LIST TO CAUSE ENTIFICE S NAME 1250 Y DATE & EURRED	R. MAILING	Hours  Hours  Hours  A52377  Acodress. Lip  Street Sc.	100 CI Sant	a Moni DEATH SEP  VES  AUTOPSV  VES  AUTOPSV  VES  OI/19  Innica	CA ONTED TO CORDNER  IN NO ERFORMED  IN NO TERMINING CAUSE  NO TERMINING CAUSE  NO CA 90404
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This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk

FEB 1 6 2005

CONNY B. McCORMACK Registrar-Recorder/County Clerk \*019190085\*

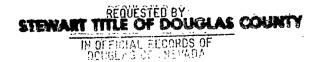
This copy not valid unless prepared on engraved border displaying the Seal and Signature of the Registrar-Recorder/County Clerk.



## EXHIBIT "A" (37)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 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 Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as Document No. 182057; and (B) Unit No. 061 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Declaration of Time Share Covenants, Conditions and Restated 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 Five recorded August 18, 1988, 184461, as amended, and as described in the Document No. 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 37 only, one week every other year in <u>Even</u>-numbered years in the Prime "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-283-07



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

IS A DEED OF TRUST, made this September 3, 1994 by and between Seyed M. Abrari and Giti Haddadi, husband and wife as joint tenants with right of survivorship

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HARICH TAHOE DEVELOPMENTS, a Nevada General Partnership 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 herin by this reference)

AND ALSO all the estate, interest, and other claim, 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 appurenances thereunto belonging to or appertaining, and any reversion, 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 \$ 11,920.00, 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

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 sums 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 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 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 Prust, 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 payment of the payment of th or this Deed of Trist, and payment of all indeptedness of the Frustor to the Prustee which may exist to be considered until the 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 simultaneously with this Deed of Trust.

FOURTH: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or emforcement 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 prevent waste.

### 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.

of insurance purchased by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

3. Trustor promises and agrees that if default be 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 be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, 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 elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 1, 3, 4(interest 18%), 5, 6, 7(reasonable attorneys' fees), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are 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.

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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 adequecy 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 sue or otherwise collect such rents, issues and profits, including those past 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.

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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 declare 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 acknowledgements by the assuming party of all idominium documents; 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 TRUSTOR: On September 3, 1994 personally appeared before me, a Notary Public, Seyed M. Abrari Seyed M. Abrari 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)

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

Title Order No.		
Escrow or Loan No.	37-061-03-82	

Notarial Seal

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

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 simultaneously 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 prevent waste.

## 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 be 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 be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, 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 elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 1, 3, 4(interest

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 assignes 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 payce of the indebtedness hereby secured or any transferce 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 adequecy 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 suc or otherwise collect such rents, issues and profits, including those past 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.

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

STATE OF NEVADA, COUNTY OF DOUGLAS TRUSTOR: On September 3, 1994 personally appeared before me, a Notary Public, Seyed M. Abrari Seyed M. Abrari Giti Haddadi Giti Haddadi 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) If executed by a Corporation the Corporation Form of Acknowledgement must be used. Title Order No. 37-061-03-82 Escrow or Loan No. Notarial Seal SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

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