

DOUGLAS COUNTY, NV

2019-924254

Rec:\$35.00

\$35.00 Pgs=8

01/04/2019 12:34 PM

LENDERLIVE SETTLEMENT SERVICES, LLC

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1022-29-201-003

~~After Recording Return To:~~

Discover Fulfillment Center
710 South Ash Street, Suite 200, MS: 06
LLSS
Glendale, CO 80246
1-866-245-0504

515-325032

Records & Return to:

Covius Settlement Service
F.R.A.
LenderLive Settlement Services
1044 Main Street, Suite 600
Kansas City, MO 64105

[Space Above This Line For Recording Data]

DEED OF TRUST

Houchin
Loan #: 1002017283
PIN: 1022-29-201-003

THIS DEED OF TRUST is made this 24th day of December, 2018, among the Grantor, LINDA CAROL HOUCHIN, A MARRIED WOMAN, AND ROBERT JAMES HOUCHIN HER HUSBAND (herein "Borrower"), T.D Service Company (herein "Trustee"), and the Beneficiary, Discover Bank, organized and existing under the laws of Delaware, whose address is 12 Reads Way, New Castle, DE 19720 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Douglas, State of Nevada:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 22 EAST, M.B.D. AND M., DOUGLAS COUNTY, STATE OF NEVADA. SAID PREMISES MORE FULLY SET FORTH ON THAT CERTAIN RECORD OF SURVEY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA RECORDED JUNE 4, 1997, BOOK 697, PAGE 809, DOCUMENT 414207, OFFICIAL RECORDS.

PARCEL ID: 1022-29-201-003

which has the address of 1857 Genoa Street, Gardnerville, Nevada 89410 (herein "Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated December 24, 2018 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$122,500.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 2, 2034; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right

NEVADA - SECOND DEED OF TRUST - 03/18

500.24

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Initials: JCH

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reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of: (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Assumption Fee. Lender may charge an assumption fee of U.S. \$0.00.

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The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

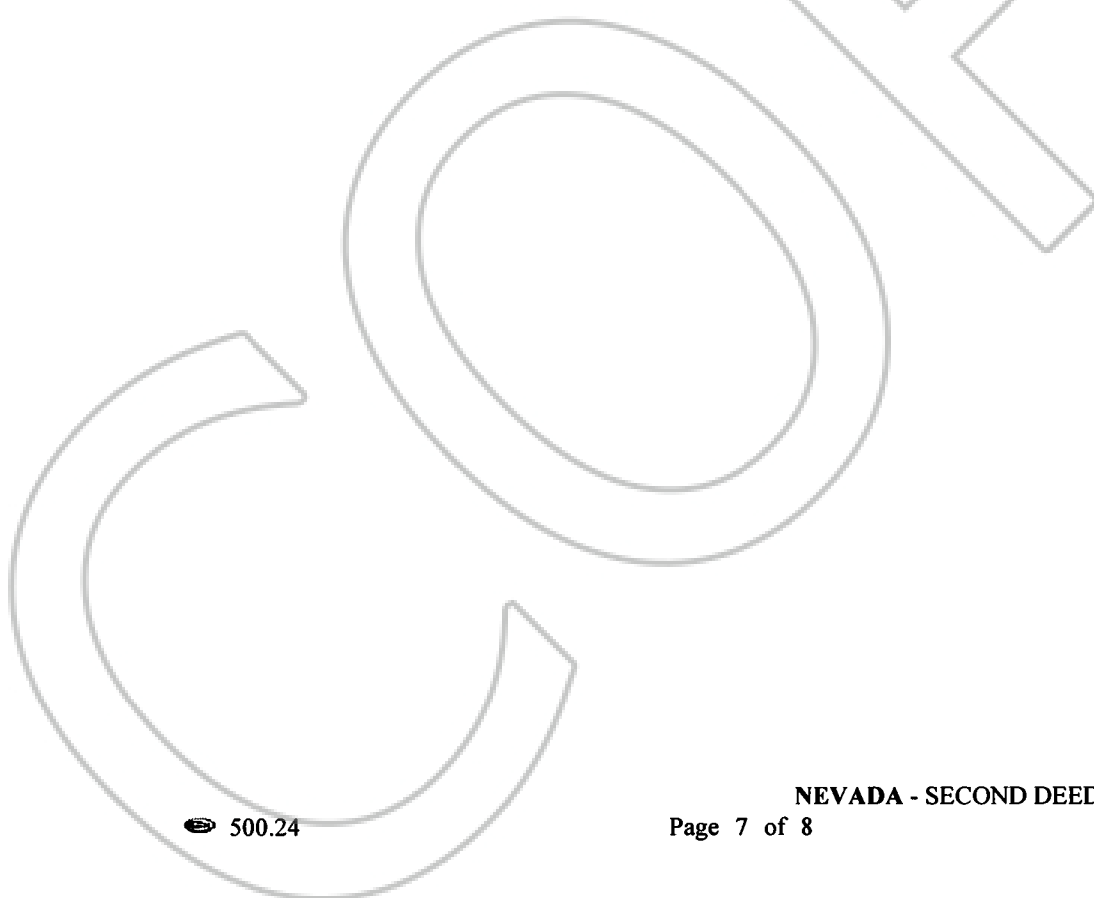
- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Second Home Rider
- Biweekly Payment Rider

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Linda Carol Houchin 12/24/18
- BORROWER - Linda Carol Houchin - DATE -

Robert James Houchin 24 Dec 2018
Robert James Houchin - DATE -

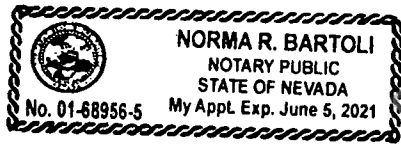
[Sign Original Only]



STATE OF Nevada
COUNTY OF Douglas

This instrument was acknowledged before me on the 24th day of December, 2018 by
Linda Carol Houchin Robert James Houchin

Norma R. Bartoli
Notary Public



(Printed Name) Norma R Bartoli
My Commission Expires: 6/5/21

Individual Loan Originator: Samantha Petersen, NMLSR ID: 1595459
Loan Originator Organization: Discover Bank, NMLSR ID: 684042
Mail Tax Statements To:
Linda Carol Houchin
1857 Genoa Street
Gardnerville, NV 89410

Initials: LD HL

TYA