

DOUGLAS COUNTY, NV

2019-939291

Rec:\$35.00

\$35.00 Pgs=12

12/09/2019 03:54 PM

FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1220-17-710-004

After Recording Return To:
CITY NATIONAL BANK
350 S GRAND AVE FLOOR 5
LOS ANGELES, CA 90071
ATTN: MANDY SITU

Recording Requested By: CITY NATIONAL BANK

250255-ES

[Space Above This Line For Recording Data]

DEED OF TRUST

(Line of Credit)

WITTIG

Loan #: 28745

Serv. #: 28745

PIN: 1220-17-710-004

THIS DEED OF TRUST, dated **DECEMBER 4, 2019**, is between **GARY P. WITTIG AND L. SUSAN WITTIG, TRUSTEES OR THEIR SUCCESSORS IN TRUST UNDER THE WITTIG LIVING TRUST, DATED FEBRUARY 17, 2015** residing at **1140 AMARILLO DRIVE, GARDNERVILLE, NV 89460**, the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and **FIRST CENTENNIAL TITLE CO. OF NEVADA** as trustee and hereinafter referred to as the "Trustee," with an address at **896 WEST NYE LANE, CARSON CITY, NV 89703**, for benefit of **CITY NATIONAL BANK** with an address at **350 S. GRAND AVENUE 5TH FLOOR, LOS ANGELES, CA 90071**, and hereinafter referred to as "you" or the "Beneficiary."

PROPERTY; In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Property located at: **1140 AMARILLO DRIVE, GARDNERVILLE, NV 89460** (the "Property") and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. The Property includes all buildings and other improvements now or in the future on the Property and all rights and interests which derive from our ownership, use or possession of the Property and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

LOAN: The Deed of Trust will secure your loan in the maximum principal amount of **\$300,000.00** or so much thereof as may be advanced and re-advanced from time to time to **GARY P. WITTIG AND L. SUSAN WITTIG, TRUSTEES OR THEIR SUCCESSORS IN TRUST UNDER THE WITTIG LIVING TRUST, , DATED FEBRUARY 17, 2015** the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **DECEMBER 4, 2019**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **DECEMBER 3, 2049**. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our other modifications of the Agreement, and any amounts advanced by you under the

terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement. This Deed of Trust secures future advances, pursuant to the provisions of Nev. Rev. Stat. §§ 106.300 to 106.400.

OWNERSHIP: We are the sole owner(s) of the Property. We have the legal right to mortgage, grant and convey the Property to the Trustee.

GRANTOR'S IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Property when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Property in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Property without first getting your consent. We will not use the Property illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Property insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Property, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Property. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Agreement.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any deeds of trust that have priority to this Deed of Trust.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Property.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts

you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Property in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Property may be limited to the amount owing on the Agreement plus the amount of any deeds of trust that have priority to this Deed of Trust.

(g) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. We 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 small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property. As used in this paragraph, "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 paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property are located that relate to health, safety or environmental protection.

(h) **SALE OF PROPERTY:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Property, in whole or in part, or permit any other lien or claim against the Property without your prior written consent.

(i) **DUE-ON-SALE:** In the event that we, or any successor to our interest in the Property, sells or contracts to sell or transfers any interest in the Property, either voluntarily or involuntarily, at your option, you may declare the full amount owed under the Agreement and secured by this Deed of Trust immediately due and payable even though the time for maturity as expressed in the Agreement may not have arrived.

(j) **INSPECTION:** We will permit you to inspect the Property at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Deed of Trust may be negotiated or assigned by you without releasing us or the Property. You may add or release any person or property obligated under the Agreement and this Deed of Trust without losing your rights in the Property.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Property without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Property are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to

protect your interest.

DUTY TO PROTECT: We agree neither to abandon nor to leave unattended the Property. We shall do all other acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

COMPLIANCE WITH LAWS: We warrant that the Property and our use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Deed of Trust, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Deed of Trust and sell the Property, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Property is exhausted, whichever occurs first; (iii) enter on and take possession of the Property; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Property, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Property and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Property to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Property at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to you to the extent of the sums secured by this Deed of Trust immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Deed of Trust or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Property. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Deed of Trust, and provided any obligation to make further advances under the

Agreement has terminated, this Deed of Trust and your rights in the Property shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at 1140 AMARILLO DRIVE, GARDNERVILLE, NV 89460 or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at CITY NATIONAL BANK, 350 S. GRAND AVENUE 5TH FLOOR, LOS ANGELES, CA 90071 or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Agreement has terminated the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be waiver of that or any other provision on any other occasion.

TRUSTEE: Trustee accepts the trust herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Property as shall be specified in such instructions, and (b) approve as satisfactory all matter required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time of giving of not less than 30 days' prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefor, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

- 1-4 Family Rider
- Condominium Rider
- Second Home Rider
- Planned Unit Development Rider
- Other(s) [specify] **VESTING RIDER**

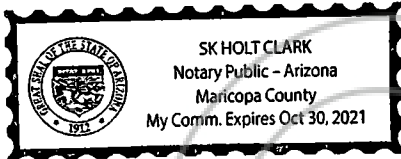
THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

Gary P. Wittig 12/4/19 (SEAL)
GARY P. WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER TRUST
INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

L. Susan Wittig 12-4-19 (SEAL)
L. SUSAN WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER TRUST
INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

STATE OF NEVADA, ARIZONA
COUNTY OF MARICOPA

This record was acknowledged before me on December 04, 2019 by GARY P.
WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST; AND L. SUSAN WITTIG, AS
TRUSTEE OF THE WITTIG LIVING TRUST.



SK Holt Clark
Signature of notarial officer

(Seal, if any)
NOTARY
Title and Rank (optional)

Mail Tax Statements To:
CITY NATIONAL BANK-CITY LOAN CENTER
P.O. BOX 60938, LOS ANGELES, CA 90060

**1-4 FAMILY RIDER
(Assignment of Rents)**

WITTIG
Loan #: **28745**
Serv. #: **28745**

THIS 1-4 FAMILY RIDER is made this **4TH** day of **DECEMBER, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Agreement to **CITY NATIONAL BANK** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **1140 AMARILLO DRIVE, GARDNERVILLE, NV 89460** [Property Address].

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property

covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by the INSURANCE Section of the Security Instrument.

E. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the DEFAULT Section of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled

to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to the DEFAULT Section.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Gary P. Wittig 12/4/19 (SEAL)
 GARY P. WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER TRUST
 INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

L. Susan Wittig 12-4-19 (SEAL)
 L. SUSAN WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER
 TRUST INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

VESTING RIDER

WITTIG
Loan #: **28745**
Serv. #: **28745**

You are signing this Rider because title to the property securing this transaction is vested in a person or entity other than the person or entity that is obligated under the line of credit agreement.

THIS VESTING RIDER ("Rider") is made this **4TH** day of **DECEMBER, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Home Equity Line of Credit Agreement and Disclosure Statement to CITY NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **1140 AMARILLO DRIVE, GARDNERVILLE, NV 89460**. Unless separately defined, all of the capitalized terms in this Rider have the same meanings as in the Security Instrument.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended to add the following provision:

Authorizations and Waivers. With respect to any Borrower who is not a party to the Home Equity Line of Credit Agreement and Disclosure Statement ("co-signer"), co-signer:

(a) waives any defense arising by reason of any disability, other defense, or the cessation from any cause whatsoever of the liability of any person liable for the indebtedness secured hereby;

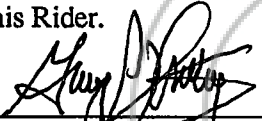
(b) waives any right to require Lender to proceed against the persons liable for the indebtedness secured by this Security Instrument, to proceed against or exhaust any other security securing the obligations secured by this Security Instrument, or to pursue any other remedy in

Lender's power whatsoever; and


(c) authorizes Lender without notice or demand and without affecting the security granted hereunder, from time to time, to renew, compromise, extend, accelerate, or otherwise change the time for payment of or otherwise change the terms of the indebtedness secured hereby, or any part hereof, including increase or decrease of the rate of interest thereon, as permitted or required in the Note or this Security Instrument.

Until all indebtedness secured by this Security Instrument shall have been paid in full, a co-signer shall have no right of subrogation, waives any right to enforce any remedy that Lender now has or may hereafter have against any person liable for the indebtedness secured hereby, and waives any benefit of, any right to participate in, any security now or hereafter held by Lender. Without limiting the generality of the foregoing, co-signer specifically waives and relinquishes as against Lender any defense or benefit otherwise available to co-signer should Lender make an election of remedies against any person liable for the indebtedness secured hereby (and irrespective of the circumstances or manner in which or whereby such election is made) that destroys or impairs co-signer's subrogation right or rights to proceed against any person liable for the indebtedness secured hereby for reimbursement. Any Borrower that is not a co-signer assumes the responsibility for being and keeping co-signer informed of the financial condition of any person liable for the indebtedness secured hereby and of all other circumstances bearing upon the risk of nonpayment of the indebtedness secured hereby that diligent inquiry would reveal, and agrees that Lender shall have no duty to advise co-signer of information known to it regarding such condition or circumstances.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

 12/4/19 (SEAL)

GARY P. WITTIG AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER TRUST INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

 12-4-19 (SEAL)

L. SUSAN WITTIG, AS TRUSTEE OF THE WITTIG LIVING TRUST UNDER TRUST INSTRUMENT DATED FEBRUARY 17, 2015 - DATE -

EXHIBIT "A"
Legal Description

Lot 9, in Block B, of CHAMBERS FIELD SUBDIVISION, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on January 9, 1979, in Book 179, Page 435, as Document No. 28862.

RESERVING THEREFROM surface water rights as conveyed in Document recorded April 17, 1979, in Book 479, Page 900 of Official Records, Douglas County, Nevada as Document No. 31619.

APN: 1220-17-710-004

Order Number: 00250255

