

DOUGLAS COUNTY, NV

2020-941027

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01/17/2020 11:36 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

KAREN ELLISON, RECORDER

\* APN: 122017310004

After Recording Return To:  
**Bank of the West**  
**Direct Loan Servicing**  
**PO Box 2497**  
**Omaha, NE 68103**

[Space Above This Line For Recording Data]

*It is hereby affirmed that this document submitted for recording does not contain any personal information, including but not limited to the social security number of any person or persons (Per NRS 239B.030).*

## DEED OF TRUST

**(Secures future advances and is governed by the provisions of  
NRS 106.300 to 106.400, inclusive.)**

Loan #: **850298544**

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated **December 10, 2019**, together with all Riders to this document.

(B) **"Borrower"** is **SANDRA WENDEL AND KIRK B. CHIAPELLA, AKA KIRK BENTLEY CHIAPELLA, AS THE TRUSTEES OF THE CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006**. Borrower's address is **880 MARION WAY, GARDNERVILLE, NV 89460**. Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **Bank of the West, a California state banking corporation**. Lender is a **Corporation** organized and existing under the laws of **THE STATE OF CALIFORNIA**. Lender's address is **13505 California Street, Omaha, NE 68154**. Lender is the beneficiary under this Security Instrument.

(D) **"Trustee"** is **Bank of the West, a California state banking corporation**.

(E) **"Credit Agreement"** means the Home Equity Line of Credit Agreement and Disclosure signed by Borrower and dated **December 10, 2019** which Credit Agreement establishes a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time (excluding any current



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\*unpaid interest finance charges but including other fees and charges assessed pursuant to the Credit Agreement) shall not exceed **\$150,000.00**. Borrower has promised to pay this debt in monthly Periodic Payments and to pay the debt in full not later than **January 01, 2050**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means all amounts owed now or hereafter under the Credit Agreement, plus interest and any other fees or charges however denominated due under the Credit Agreement, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable].

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<b>Inter Vivos Trust Rider</b>

(I) **"Applicable Law"** means all controlling applicable, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) of the jurisdiction in which the Property is located, as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Periodic Payment"** means the minimum periodic payment due under the terms of the Credit Agreement.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Credit Agreement and/or this Security Instrument.

(Q) **"Mortgage Servicer"** means the last person to whom the Borrower has been instructed by the holder of the Credit Agreement to send payments for the debt secured by this Security Instrument. Lender may be the Mortgage Servicer.



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(R) **"Substitute Trustee"** is one or more person(s) appointed in writing, or electronically, by the Lender or Mortgage Servicer to act for the original Trustee.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Credit Agreement, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY of DOUGLAS**:

**SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF Nevada: LOT 4, IN BLOCK B, AS SAID LOT AND BLOCK IS SHOWN ON THE OFFICIAL MAP OF SIERRA VISTA RANCH ESTATES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 7, 1979, AS DOCUMENT NO. 35259, IN BOOK 879 OF OFFICIAL RECORDS AT PAGE 423. APN: 122017310004**

which currently has the address of **880 MARION WAY GARDNERVILLE, Nevada 89460** ("Property Address"):

TOGETHER WITH all Miscellaneous Proceeds and all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All proceeds, replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." For purposes of the foregoing grant of a security interest in fixtures, Borrower is the "debtor" and Lender is the "secured party" (as those terms are defined in the Uniform Commercial Code). This Security Instrument shall also function as a "financing statement" filed as a "fixture filing" (as those terms are defined in the Uniform Commercial Code).

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement in accordance with the provisions thereof and any prepayment charges and late charges due under the Credit Agreement. Payments due under the Credit Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Credit Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Credit Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.



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Payments are deemed received by Lender when received at the location designated in the Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Credit Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) Accrued interest finance charges; (b) Principal due; (c) Accrued fees and charges, including late charges.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Credit Agreement shall not extend or postpone the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and Community Association Dues, Fees, and Assessments, if any ("Escrow Items"). Borrower is therefore obligated to make payments directly for such Escrow Items and to provide receipts, and this obligation shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount.

**4. Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which attains priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter



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erected on the Property insured against loss by fire, flood, and any other hazards Lender may specify. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower will deliver to Lender upon Lender's request the policies or other proof of insurance. The policies must name Lender as "Mortgagee" and "loss-payee" so that Lender will receive payment on all insurance claims, to the extent of Lender's interest under this Security Instrument, before Borrower does. Borrower shall immediately notify Lender of cancellation or termination of insurance. Upon request, Borrower shall deliver the policies, certificates, or other evidence of insurance to Lender. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal and cancellation notices.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage for Lender's benefit, at Lender's option and Borrower's expense. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate provided in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

In the event of loss or damage to the Property, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender may also sign Borrower's name to any check, draft, or other order for the payment of insurance proceeds in the event of any loss or damage to the Property. If Lender receives payment of a claim, Lender will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Credit Agreement.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. If any insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is still obligated to complete such repair or restoration. Borrower will permit Lender to inspect the Property at any reasonable time.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender



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may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate set forth in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender subject to the terms of any prior security instrument. If the Property is damaged, and repair or restoration of the Property is economically feasible, the Miscellaneous Proceeds may be applied to repair or restore the Property. If not, the Miscellaneous Proceeds shall be applied in the order provided for in Section 2 for payments accepted and applied by Lender.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Credit Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, court costs, attorneys' fees, filing fees, property



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inspection and valuation fees, and any other amounts allowed under Applicable Law. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Borrower and Lender understand and believe that the Loan complies with Nevada usury laws; however, if any interest or other fees or charges in connection with the Loan are ever determined to exceed the maximum amount permitted by law, Borrower understands and agrees that (a) the amount of the interest or other fees or sums payable hereunder shall be reduced to the maximum amount permitted by law; and (b) any excess amount previously collected from Borrower which exceeded the maximum amount will be credited against the principal portion of the outstanding balance of the Loan. If the principal portion of the outstanding balance has already been repaid, the excess amount paid will be refunded to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower may have arising out of such overcharge. If Lender applies the refund to the outstanding balance, the refund will be treated as a partial prepayment.

**14. Notices.** All notices given by Borrower, Lender, or Mortgage Servicer in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed, postage prepaid or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it postage prepaid to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Credit Agreement and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



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If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Credit Agreement; Change of Mortgage Servicer; Notice of Grievance.** The Credit Agreement or a partial interest in the Credit Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Credit Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Credit Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Credit Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Credit Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Credit Agreement, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Credit Agreement purchaser unless otherwise provided by the Credit Agreement purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument (other than any failure by Borrower to make any payment as and when due under the Credit Agreement), until such Borrower or Lender has notified the other party (with



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such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal or state law that relates to health, safety, or environmental protection ("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 uses 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.

**21. Time of Essence.** Time is of the essence in each covenant in this Security Instrument.

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of



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the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Release.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, it is the intention of Borrower and Lender that this Security Instrument secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, and this Security Instrument will remain in effect until released. Upon termination of the line of credit and full payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. 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.

**24. Substitute Trustee.** Lender at its 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 Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of **one percent (1.00%) of the unpaid principal balance of the loan, but no less than U.S. \$400.00 nor more than U.S. \$900.00.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Kirk Bentley Chiapella* (Seal)

Borrower - **KIRK BENTLEY  
CHIAPELLA**, individually and as  
Trustee of the **CHIAPELLA  
WENDEL FAMILY TRUST DATED  
FEBRUARY 3, 2006**. under trust  
instrument dated **February 3, 2006**

AKA Kirk B  
Chiapella

*Sandra Wendel* (Seal)

Borrower - **SANDRA WENDEL**,  
individually and as Trustee of the  
**CHIAPELLA WENDEL FAMILY  
TRUST DATED FEBRUARY 3,  
2006**. under trust instrument dated  
**February 3, 2006**



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(page 10 of 11 pages)

BY SIGNING BELOW, the undersigned, Settlor(s) of the **CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006**. created under trust instrument dated **February 3, 2006**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Kirk Bentley Chiapella (Seal)

**KIRK BENTLEY CHIAPELLA**,  
Trust Settlor, **CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006**. created under trust instrument dated **February 3, 2006**

*AKA Kirk B. Chiarella*

Sandra Wendel (Seal)

**SANDRA WENDEL**, Trust Settlor,  
**CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006**. created under trust instrument dated **February 3, 2006**

[Space Below This Line for Acknowledgment]

State of Nevada

County Carson City

This instrument was acknowledged before me on 12/10/2019

by Kirk Bentley Chiapella

Sandra Wendel

Denise Nickel  
(Signature of notarial officer)

Notary Public  
(Title or rank)

(Seal)



Origination Company: **Bank of the West**  
NMLSR ID: **19116**  
Originator: **Kimberly Brown**  
NMLSR ID: **1793780**



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## INTER VIVOS REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER.

- (A) "Revocable Trust." **CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006.** created under trust instrument dated **February 3, 2006** .
- (B) "Revocable Trust Trustee(s)." **KIRK BENTLEY CHIAPELLA, SANDRA WENDEL** trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **KIRK BENTLEY CHIAPELLA, SANDRA WENDEL,** settlor(s) of the Revocable Trust signing below.
- (D) "Borrower(s)." **KIRK BENTLEY CHIAPELLA, SANDRA WENDEL,** borrower(s) on the Credit Agreement.
- (E) "Lender." **Bank of the West, a California state banking corporation.**
- (F) "Credit Agreement." The Home Equity line of Credit Agreement and Disclosure of the same date as this Rider executed by Borrower(s) to Lender, payment of which is secured by the Security Instrument (as defined below).
- (G) "Security Instrument." The Deed of Trust, Mortgage, or Security Deed and any riders thereto of the same date as this Rider given to secure the Credit Agreement and covering the Property (as defined below).
- (H) "Property." The property described in the Security Instrument and located at:

**880 MARION WAY, GARDNERVILLE, NV 89460**

**THIS INTER VIVOS REVOCABLE TRUST RIDER ("Rider")** is made this **10th** day of **December, 2019**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), Borrower(s), and the Lender further covenant and agree as follows:

#### **A. THE INTER VIVOS REVOCABLE TRUST.**

##### **1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).**

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s)

The Revocable Trust Trustee(s) warrant to Lender that (i) the Revocable Trust is validly created under the laws of the State of **Nevada**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **Nevada**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the



Revocable Trust and under applicable law to execute the Security Instrument, including this Rider on behalf of the Revocable Trust; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Settlor(s) have executed the Security Agreement, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance, or claim against any beneficial interest in the Revocable Trust, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO THE REVOCABLE TRUST AND TRANSFER OF POWERS OVER THE REVOCABLE TRUST TRUSTEE(S), THE REVOCABLE TRUST, OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the power of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation of the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment, or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**B. ADDITIONAL BORROWER(S).**

The term "Borrower," when used in the Security Instrument, shall refer to the Revocable Trust, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Borrower(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

**C. GRANT OF SECURITY INTEREST IN PROPERTY BY REVOCABLE TRUST TRUSTEE(S).**

The Revocable Trust Trustee(s) execute and deliver the Security Instrument to Lender at the request of the Revocable Trust Settlor(s) and Borrower(s) in order that the Revocable Trust Trustee(s), on behalf of the Revocable Trust, may grant Lender a security interest in the Property to secure payment of the Credit Agreement by Borrower(s). The Revocable Trust Trustee(s), on behalf of the Revocable Trust, have received due and adequate consideration in exchange for granting a security interest in the Property for the benefit of Borrower(s). Therefore, the Revocable Trust Trustee(s) by this Rider and the Security Instrument grant and convey to Lender a security interest and lien on the Property to secure payment of the Credit Agreement.

BY SIGNING BELOW, the Revocable Trust Trustee(s) and Borrower(s) acknowledge all of the terms and covenants contained in the Security Instrument and this Inter Vivos Revocable Trust Rider and agree to be bound thereby.



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Kirk Bentley Chiapella (Seal)

Borrower - **KIRK BENTLEY  
CHIAPELLA**, individually and as  
Trustee of the **CHIAPELLA  
WENDEL FAMILY TRUST DATED  
FEBRUARY 3, 2006**. under trust  
instrument dated **February 3, 2006**

AKA Kirk B. Chiapella

Sandra Wendel (Seal)

Borrower - **SANDRA WENDEL**,  
individually and as Trustee of the  
**CHIAPELLA WENDEL FAMILY  
TRUST DATED FEBRUARY 3,  
2006**. under trust instrument dated  
**February 3, 2006**

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BY SIGNING BELOW, the undersigned, Settlor(s) of the **CHIAPELLA WENDEL FAMILY TRUST DATED FEBRUARY 3, 2006**, created under trust instrument dated **February 3, 2006**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*Kirk Bentley Chiapella* (Seal)

**KIRK BENTLEY CHIAPELLA**,  
Trust Settlor, **CHIAPELLA WENDEL  
FAMILY TRUST DATED  
FEBRUARY 3, 2006**, created under  
trust instrument dated **February 3,  
2006**

*AKA Kirk B. Chiapella*

*Sandra Wendel* (Seal)

**SANDRA WENDEL**, Trust Settlor,  
**CHIAPELLA WENDEL FAMILY  
TRUST DATED FEBRUARY 3,  
2006**, created under trust instrument  
dated **February 3, 2006**

Origination Company: **Bank of the West**

NMLSR ID: **19116**

Originator: **Kimberly Brown**

NMLSR ID: **1793780**



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