



KAREN ELLISON, RECORDER

APN: 1320-29-119-005  
Escrow:  
Recording Requested By:  
Stephen T and Susan M Harper  
1089 Conifer Dr.  
Minden, NV 89423

When Recorded Mail To:  
Paula Rosaschi  
PO Box 126  
Wellington, NV 89444

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per Statute N.R.S. 239B.030.

Signature of Declarant: *Paula Rosaschi*

**DEED OF TRUST**

This Deed of Trust made is between the Trustor, Trustee and Beneficiary named below.

"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]:

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

THIS DEED OF TRUST, entered into this <sup>5<sup>th</sup></sup> day of ~~July~~ <sup>August</sup>, 2020, by and between:

Trustor: Stephen T Harper and Susan M Harper, Husband and Wife

Trustee: Western Title

Beneficiary: Paula Louise (Harper) Rosaschi, Successor Trustee of the Edna H. Campbell 1991 Trust dated 09/23/1991 amended 11/19/2008.

The Trustor hereby grants, bargains, sells, conveys and confirms onto Trustee in Trust with power of sale all that certain property situate in the State of Nevada, County of Douglas , being more particularly described in Exhibit A, attached.

AND, ALSO, all of the estate, interest homestead or other claim, as well in law as in equity which Trustor now has or may hereafter acquire in and to said property together with all easements and rights of way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described , together with all and singular the tenements, the hereditaments the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

**1. FOR THE PURPOSE OF SECURING:**

- (a) payment of a principal sum (\$ 75, 000.00 (Seventy Five Thousand Dollars and xx/100) together with interest thereon at the rate of Zero Percent ( 0%) per annum, according to the terms of a promissory note made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof;
- (b) the performance of each agreement of Trustor incorporated herein referenced or contained herein; and
- (c) payment of such additional sums that may hereafter be loaned or advanced to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust (collectively sometimes hereafter "Promissory Note").

**2. Care of Property.** Trustor shall take reasonable care of the Subject Real Property and the buildings thereon and shall maintain them in good repair and condition as at the original date of this Deed of Trust, ordinary depreciation excepted. Trustor shall commit or permit no waste and do no act which will unduly impair or depreciate the value of the Subject Real Property as required, then Beneficiary or Trustee, at their option, may make necessary repairs and add the cost thereof to the Note. Trustor shall purchase and use on the Subject Real Property the amount of water to which it is or shall be entitled and shall not

abandon any water rights, power rights or any rights of whatever nature which are appurtenant to the Subject of Real Property

3. Right to Inspect Subject Real Property. At all convenient and reasonable times, upon prior notice to Trustor, Beneficiary or Trustee shall have the right and license to go on and into the Subject Real Property to inspect it in order to determine whether the provisions of the Deed of Trust are being kept and performed.

4. The following covenants, Nos. 1; 3; 4 (0.00%); 5; 6; 7 (Attorney fees reasonable); 8, and 9 of Section 107.030, Nevada Revised Statutes, are hereby adopted and made a part of this Deed of Trust and notwithstanding any provision of said covenant No. 7 to the contrary, proceeds from any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

5. Fire Insurance. Trustor shall, at Trustor's expense, maintain in force fire and extended coverage insurance in any amount of not less than full replacement value of any buildings which may exist on the Subject Real Property with loss payable to Beneficiary. Trustor shall provide fire insurance protection on his furniture, fixtures and other personal property on the Subject Real Property in an amount equal to the full insurable value thereof and promises that any insurance coverage in this regard will contain a waiver of the insurer's right of the subrogation against Beneficiary.

6. Liability Insurance. Trustor shall, at Trustor's expense, maintain in force standard policies of insurance in an amount not less than the appraised value of the Subject Real Property, or as otherwise may be required by a mortgage lender senior in time and right to Beneficiary, that names Beneficiary as an additional insured thereunder, insuring Trustor against any claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Beneficiary's interest hereunder or the use and occupancy of the Subject Real Property by Trustor.

7. Trustor agrees that it will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

8. If the premises or any part hereof be condemned under any power of eminent domain in, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by them on account of the last maturing installments of such indebtedness.

9. Trustor hereby assigns to the Trustee all rents, income, maintenance fees and other benefits to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

10. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon.

11. The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

12. 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 assigns of the parties hereto and the Beneficiary hereof. 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.

13. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law, reserving, however, unto the Trustee the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to the Trustor and Beneficiary.

14. The undersigned Trustor request that a copy of any notice of default and of any notice of sale hereinunder be mailed to them at the following address:

15. In the event the real property described herein securing the Note, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Borrower, or by operation of law or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the holders hereof, and without demand or notice, shall become immediately due and payable. The Maker acknowledges that in the event of default Nevada Revised Statute 107.080 sets forth the process for foreclosure.

16. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, or any one or much of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee.

17. This Deed of Trust and related Note constitute the entire understanding of the parties and shall be construed to the laws of the State of Nevada.

18. Trustor hereby appoints Beneficiary the attorney-in-fact of Trustor to prepare, sign, file and record this Deed of Trust; one or more financing statements; any documents of title or registration, or like papers, and to take any other action deemed necessary, useful or desirable by Beneficiary to perfect and preserve Beneficiary's security interest against the rights of interest of third persons.

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

Paula Louise Rosaschi  
Signature  
Paula Louise (Harper) Rosaschi  
Print name Successor Trustee,  
Edna H Campbell 1991 Trust  
Capacity

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print name  
\_\_\_\_\_  
Capacity

Stephen T Harper  
Signature  
Stephen T Harper  
Print name  
\_\_\_\_\_  
Capacity

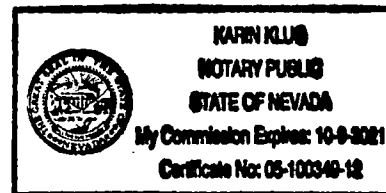
Susan M Harper  
Signature  
Susan M Harper  
Print name  
\_\_\_\_\_  
Capacity

STATE OF NEVADA )

COUNTY OF Lyon )

This instrument was acknowledged before me on the 5 day of August,  
2020, by Paula L. Rosaschi

Signature: Karin Klug  
Print name: Karin Klug  
Title: Notary Public  
My commission expires: 10/9/21



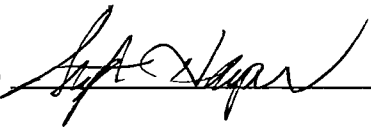

# NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on 11 AUGUST 2020

by STEPHEN HARPER & SUSAN HARPER

Signatures  & 

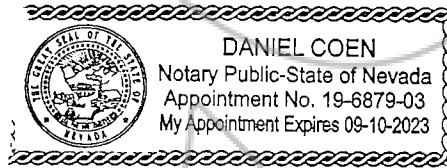
Notary Public:

Print DANIEL F. COEN

Title NOTARY PUBLIC

Signature 

(Seal)



**Exhibit A**  
**Legal Description**

**LEGAL DESCRIPTION**

**Parcel 1:**

Unit 369, as shown on the Final Map No. 1008-9 for WINHAVEN, Unit No. 9, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the County Recorder of Douglas County, Nevada on July 8, 1999, in Book 799 of Official Records at Page 1253, as Document No. 472099.

Assessors Parcel No. 1320-29-119-005

**Parcel 2:**

A non-exclusive easement for use, enjoyment, ingress and egress over the common area as set forth in Declaration of Covenants Conditions and Restrictions recorded September 28, 1990, in Book 990, Page 4348, as Document No. 235644, Official Records.