

DOUGLAS COUNTY, NV

2021-970030

Rec:\$40.00

\$40.00 Pgs=26

06/29/2021 03:46 PM

FIRST AMERICAN TITLE MINDEN

KAREN ELLISON, RECORDER

When recorded, return to:
UBS Bank USA
Attn: UBS Bank USA
C/O Nationwide Title Clearing, Inc.
2704 ALT 19 North
Palm Harbor , FL 34683

MAIL TAX STATEMENT TO: Desiree M. Tanner
1688 US Highway 50, Glenbrook, NV 89413

APN #: 1418-22-510-002

Title Order No.: 121-2626288
Escrow No.: 121 2626288
LOAN #: 2105035549

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1008630-0000034999-7

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 27, 2021, together with all Riders to this document.

(B) "Borrower" is Troy R. Tanner and Desiree M. Tanner. Trustees of The 2007 Tanner Family Trust, dated June 13, 2007.

Borrower is the trustor under this Security Instrument.

Initials *DT TT*



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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note 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 Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note 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.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. 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 Note 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 Note 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) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien

Initials: DT TT



acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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 or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. 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. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. 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 Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole

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provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

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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 by first class mail 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.

16. 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 Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note 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.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest In Borrower. As used in this Section 18, "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.

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 15 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.

19. 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 Note 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

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LOAN #: 2105035549

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.

Desiree M. Tanner

6-27-21

(Seal)

DESIREE M. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007

Troy R. Tanner

6-27-21

(Seal)

TROY R. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007

State of NEVADA

County of ~~DOUGLAS~~ CLARK
92

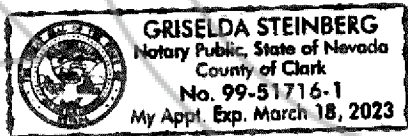
This instrument was acknowledged before me on June 27, 2021
(date) by DESIREE M. TANNER, TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED
JUNE 13, 2007 AND TROY R. TANNER, TRUSTEE OF THE 2007 TANNER FAMILY TRUST,
DATED JUNE 13, 2007 (name(s) of person(s)).

(Seal, if any)

Griselda Steinberg

(Signature of notarial officer)

Title (and rank): Notary Signing Agent



Initials: *DT TT*



LOAN #: 2105035549

**Lender: UBS Bank USA
NMLS ID: 947868
Loan Originator: Austin Rahim Eskandari
NMLS ID: 390055**

COOPER

Initials: Alt JT

**NVEEDL 0315
NVEEDL (CLS)
06/25/2021 05:05 AM PST**





EXHIBIT 'A'

PARCEL 1:

LOT 2, AS SHOWN ON THE MAP OF CEDARBROOK SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 2, 1964 AS DOCUMENT NO. 26463.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATE IN PARCEL 1 AND PARCEL 2, SECTION 22, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, AS SHOWN ON THE PLAT OF CEDARBROOK SUBDIVISION, FILED FOR RECORD ON NOVEMBER 2, 1964, DOCUMENT 26463; THENCE NORTH 68° 22' 58" WEST 32.0 FEET, MORE OR LESS, TO A POINT ON THE APPROXIMATE LOW WATER LINE OF LAKE TAHOE AT AN ELEVATION OF 6,223.0, LAKE TAHOE DATUM; THENCE ALONG THE LOW WATER LINE THE FOLLOWING COURSES: NORTH 05° 37' 00" EAST 22.00 FEET, NORTH 54° 23' 00" WEST 14.00 FEET, NORTH 15° 37' 00" EAST 42.00 FEET, NORTH 36° 37' 00" EAST 39.00 FEET, SOUTH 88° 23' 00" EAST 12.00 FEET, AND NORTH 23° 37' 00" EAST 46.98 FEET, THENCE SOUTH 67° 26' 27" EAST 12.6 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 16° 53' 00" WEST 28.33 FEET; THENCE SOUTH 29° 26' 00" WEST 66.00 FEET; THENCE SOUTH 02° 17' 00" EAST 66.94 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR INGRESS, EGRESS AND INCIDENTAL PURPOSES OVER AND ACROSS LOT 3 OF CEDARBROOK SUBDIVISION AS GRANTED BY DOCUMENT RECORDED NOVEMBER 27, 1989 IN BOOK 1189, PAGE 3221 AS DOCUMENT NO. 215425.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED IN INSTRUMENT NO. 2020-948088.

LOAN #: 2105035549
MIN: 1008630-0000034999-7

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 27th day of June, 2021 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," whether there are one or more persons undersigned) to secure Borrower's Note to UBS Bank USA, an Industrial Bank

(the "Lender")
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 1688 US Highway 50, Glenbrook, NV 89413.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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 second home.



LOAN #: 2105035549

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

Desiree M. Tanner

6-27-21 (Seal)

**DESIREE M. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007**

Troy R. Tanner

6-27-21 (Seal)

**TROY R. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007**

MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3890 1/01 (rev. 4/19)
Elle Mae, Inc.

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F3890RLU 0519

F3890RLU (CLS)

06/25/2021 05:05 AM PST



LOAN #: 2105035549

UBS MORTGAGEPLUS RIDER

This UBS MortgagePlus RIDER is made this 27th day of June, 2021 and is incorporated into and will 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 ("Borrower") to secure Borrower's promissory note to UBS Bank USA, an Industrial Bank

("Lender"), of the same date and covering the property described in the security instrument and located at: 1688 US Highway 50
Glenbrook, NV 89413

Borrower acknowledges and agrees as follows

1. The loan is also secured by one or more of the following documents: (a) a Securities Collateral Pledge and Guaranty Agreement, or (b) a Securities Collateral Pledge Agreement (either or both, the "Securities Pledge Agreement") dated prior to the date of this Rider and given by Borrower or by a third party (either, the "Pledgor"). Under the Securities Pledge Agreement, Pledgor has granted Lender a security interest in securities and other financial assets ("Securities Collateral") as additional collateral for the Loan.
2. The Securities Pledge Agreement specifies events of default that may result in Lender enforcing its rights under the Securities Pledge Agreement (including a sale of the Securities Collateral) even though there would not be a default under the Security Instrument. Enforcement of those rights may result in the proceeds of the Securities Collateral being applied to accrued interest, principal and other amounts secured by the Security Instrument, whether or not then due.
3. Section 21 of the Security Instrument, which requires Lender to provide advance notice to Borrower of various matters (including the existence of a default under the Security Instrument, Borrower's right to cure that default by a specified date and Lender's right to accelerate the Loan and sell the Property after that specified date), does not apply to or limit Lender's right to: (a) sell the Securities Collateral in accordance with the terms of the Securities Pledge Agreement; and (b) apply the proceeds of the Securities Collateral to amounts secured by the Security Instrument.



LOAN #: 2105035549

4. If a default occurs under the Security Instrument, Lender may, to the extent permitted by applicable law, enforce its rights under the Security Instrument and under the Securities Pledge Agreement in any order.
5. The encumbrance of the pledge assets will be lifted once the mortgage loan balance has been reduced by an amount equal to the original pledge amount. There is no automatic interim release of pledge assets based on mortgage loan balance reductions.

By signing below, Borrower accepts and agrees to the terms contained in this UBS MortgagePlus Rider.



DESIREE M. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED 6-13-07 (Seal)
JUNE 13, 2007



TROY R. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED 6-13-07 (Seal)
JUNE 13, 2007



LOAN #: 2105035549

MIN: 1008630-0000034999-7

FIXED/ADJUSTABLE RATE RIDER
(30-day Average SOFR Index (As Published by the
Federal Reserve Bank of New York) – Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of June, 2021, and is incorporated into and will be deemed to amend and supplement the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to UBS Bank USA, an Industrial Bank

(the "Lender")
of the same date and covering the property described in the Security Instrument and located at: 1688 US Highway 50, Glenbrook, NV 89413.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the representations, warranties, covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for monthly payments of principal and interest ("Monthly Payment") and an initial fixed interest rate of 2.750 %. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:



LOAN #: 2105035549

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of July, 2036, and the adjustable interest rate I will pay may change on the 1st day of the month every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the 30-day Average SOFR index. The Index is currently published by the Federal Reserve Bank of New York. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE** percentage points (**3.000 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the Monthly Payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my Monthly Payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **7.750 %** or less than **3.000 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE** percentage points (**1.000 %**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **12.750 %**. My interest rate will never be less than the margin or **3.000 %**.



LOAN #: 2105035549

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new Monthly Payment beginning on the first Monthly Payment date after the Change Date until the amount of my Monthly Payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my Monthly Payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

- (1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.
- (2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and Monthly Payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my



LOAN #: 2105035549

Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

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



DESIREE M. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007

GDH (Seal)



TROY R. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED DATE
JUNE 13, 2007

6-27-07 (Seal)

MULTISTATE FIXED/ADJUSTABLE RATE RIDER – 30-day Average SOFR – Single Family
UBS Bank USA Nonconforming 09/20
Ellie Mae, Inc.

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Initials: *DT*
L11165062SFARLU 0720
L11165062SFARLU (CLS)
06/25/2021 05:05 AM PST



LOAN #: 2105035549

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means The 2007 Tanner Family Trust, dated June 13, 2007

created under trust instrument dated June 13, 2007

(B) "Revocable Trust Trustee(s)" means Desiree M. Tanner AND Troy R. Tanner

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means

settlor(s) of the Revocable Trust.

(D) "Lender" means UBS Bank USA, an Industrial Bank

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: 1688 US Highway 50
Glenbrook, NV 89413

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 27th day of June, 2021 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider
Ellie Mae, Inc.

Page 1 of 2

Initials: 

GIVTRLU 0915
GIVTRLU (CLS)

06/25/2021 05:05 AM PST



LOAN #: 2105035549

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

A. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to 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 the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.


DESIREE M. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED 6-13-07 (Seal)
JUNE 13, 2007


TROY R. TANNER, AS TRUSTEE OF THE 2007 TANNER FAMILY TRUST, DATED 6-13-07 (Seal)
JUNE 13, 2007

