

DOUGLAS COUNTY, NV

2021-975796

Rec:\$40.00

\$40.00

Pgs=6

10/21/2021 08:26 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

KAREN ELLISON, RECORDER

APN# 1320-33-714-050

PARTIAL CLAIM MORTGAGE
(Type of Document)

Recording Requested By and

When Recorded Return To:

FIRST AMERICAN TITLE INS CO

3 FIRST AMERICAN WAY

Santa Ana, CA 92799

Attn: LMTS

FAT# 13897948

STATE: NEVADA

COUNTY: DOUGLAS

**This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies) This cover page must be typed or printed.**

After Recording Return To:

Guild Mortgage Company LLC
Loss Mitigation Department
5887 Copley Drive, 5th Floor
San Diego, CA 92111

_____[Space Above This Line For Recording Data]_____

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE SECRETARY OF VETERANS
AFFAIRS OR ITS AUTHORIZED AGENT.**

VA Partial Claim Loan No. 434301453347

Primary VA Guaranteed Loan No. 434361453347

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on October 04, 2021. The Mortgagor is DAVID J GERVAIS AND SANDRA L GERVAIS, HUSBAND AND WIFE, AS JOINT TENANTS, whose address is 1313 GRANBOROUGH DR GARDNERVILLE NV 89410 ("Borrower"). This Security Instrument is given to the Secretary of Veterans Affairs, an Officer of the United States, whose address is **Department of Veterans Affairs, Loan Guaranty Service, 3401 West End Avenue, Suite 760 W, Nashville TN 37203** ("Lender"). Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of TWENTY-EIGHT THOUSAND SEVEN HUNDRED THREE AND 42/100 DOLLARS (U.S. \$28,703.42). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on July 01, 2046.

BORROWER MAY make prepayments for this subordinate loan, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment there will be no changes in the due date unless Lender agrees in writing to those changes.

THIS SECURITY INSTRUMENT secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in DOUGLAS COUNTY, NEVADA:

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT "A"

which has the address of

1313 GRANBOROUGH DR GARDNERVILLE NV 89410, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS

- 1. Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
- 2. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 3. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
- 4. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Veterans Affairs, Loan Guaranty**

Service, 3401 West End Avenue, Suite 760 W, Nashville TN 37203 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

[Handwritten signature]

DAVID J GERVAIS

(Seal)

[Handwritten signature]

SANDRA L GERVAIS

(Seal)

10-7-21

Date

10-7-21

Date

BORROWER ACKNOWLEDGMENT

State of NEVADA

County of Douglas

Douglas

[Handwritten signature] Shannon Russell

This instrument was acknowledged before me, October 7, 2021 on this day personal appeared DAVID J GERVAIS, SANDRA L GERVAIS known to me, proved to me through drivers license (description of Identify Card or Document) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

This notarial act was an online notarization using communication technology Given under my hand and seal of office is 7 day of October (month), 2021 (year)

[Handwritten signature]
Notary Public's Signature



Printed Name: Shannon Russell

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 50, BLOCK G, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-6 FOR CHICHESTER ESTATES, PHASE 6, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY,, NEVADA AND RECORDED FEBRUARY 16, 2000 IN BOOK 0200, PAGE 2552, AS DOCUMENT NO. 486411. APN: 1320-33-714-050.

