

DOUGLAS COUNTY, NV

2022-986400

Rec:\$40.00

\$40.00

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06/17/2022 08:25 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

KAREN ELLISON, RECORDER

PARCEL NUMBER: 112105510010

I hereby affirm that this document which has been submitted for recording does not contain any personal information, as defined by Nevada Revised Statute 239B.030, about any person.

Signed

Brylle Biscocho

Print Name:

Brylle Biscocho

**RECORDING REQUESTED BY and RETURN TO:
GUILD MORTGAGE COMPANY LLC
5887 COPLEY DRIVE
SAN DIEGO, CA 92111**

PARTIAL CLAIMS MORTGAGE
Title of Document

Signed in Counter Part

This cover page must be typed or printed in black ink
Additional \$1.00 charged for recording cover page

7371004113

This Document Prepared By:

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P.O. BOX 85304
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NMLS# 3274

When Recorded Mail To:

GUILD MORTGAGE COMPANY LLC
5887 COPLEY DRIVE
SAN DIEGO, CA 92111

Tax/Parcel #: 112105510010

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FHA Case No.: 3311979211

Loan No: 7371004113

229 WALKER STREET, GARDNERVILLE, NEVADA 89410 (herein "Property Address")

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **MAY 26, 2022**. The mortgagor is **CLAIRE LICHTENBERG AND HEATHER LANG, A MARRIED COUPLE, AS JOINT TENANTS** ("Borrower"), whose address is **229 WALKER STREET, GARDNERVILLE, NEVADA 89410**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **NINE THOUSAND NINETY-THREE DOLLARS AND 39 CENTS (U.S. \$9,093.39)**. 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 **OCTOBER 1, 2050**.

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 power of sale, the following described property located in the County of **DOUGLAS**, State of **NEVADA**:

which has the address of, **229 WALKER STREET, GARDNERVILLE, NEVADA 89410** (herein "Property Address");

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF GARDNERVILLE, COUNTY OF DOUGLAS, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

Tax Parcel No. **112105510010**

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 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. 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 Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 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 the power of sale 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 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 Lender under this paragraph or applicable law.

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

Claire Lichtenberg
Borrower: **CLAIRE LICHTENBERG**

01/16/2022
Date

Heather Lang
Borrower: **HEATHER LANG**

6-6-2022
Date

_____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Souglas

This instrument was acknowledged before me on June 06, 2022 by CLAIRE LICHTENBERG, HEATHER LANG (name(s) of person(s)).

Patti Perry
Notary Public



Printed Name: PATTI PERRY

(Seal)
My commission expires: 03/08/2026

EXHIBIT "A"

LOT 23, OF PINEVIEW DEVELOPMENT NUMBER 1, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON OCTOBER 13TH, 1997, AS DOCUMENT NO. 423881, AND AMENDED BY MAP RECORDED MARCH 8, 2000, AS DOCUMENT NO. 487625, OFFICIAL RECORDS. EXCLUDING ANY AND ALL WATER RIGHTS, INCLUDING, BUT NOT LIMITED TO: APPLICATIONS AND PERMITS TO APPROPRIATE ANY OF THE PUBLIC WATERS; CERTIFICATES OF APPROPRIATION; ADJUDICATED OR UNADJUDICATED WATER RIGHTS; APPLICATIONS OR PERMITS TO CHANGE THE PLACE OF DIVERSION, MANNER OF USE OR PLACE OF USE OF WATER; AND FEDERAL RESERVED WATER RIGHTS. APN: 1121-05-510-010

