

APN: 102216002020
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

220697832-USB

PARTIAL CLAIM

- I, the undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)
- OR-
- I, the undersigned, hereby affirm that this document submitted for recording does contain the social security number of a person or persons as required by law:

(state specific law)

RAFAEL FLORES

Signature of: **RAFAEL FLORES**

Title **RECORDING SPECIALIST**

Signed in Counter-Part

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



Assessor's Parcel No.: 102216002020

Recording Requested by:

When Recorded Mail To:
SERVICELINK
ATTN: LOAN MODIFICATION SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602

This document prepared by:
U.S. BANK N.A.
SHANICE CARBON
4801 FREDERICA ST
OWENSBORO, KY 42301

Mail Tax Statement To:
JOSEPH P. CALKINS
3620 DIAMOND WAY
WELLINGTON, NV 89444

[Space Above This Line For Recording Data]

Loan No.: 9903043287

VA Case No: 434361566230

VA Partial Claim Loan No: 434301566230
206040

NEVADA DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is given on **December 8, 2022**. The Borrower is **JOSEPH P. CALKINS AND ANN M. CALKINS**

Whose address is **3620 DIAMOND WAY, WELLINGTON, NV 89444**

("Borrower"). This Security Instrument is given to the Secretary of Veterans Affairs, an officer of the United States, and its successors and assigns whose address is 3401 West End Avenue, Suite 760W Nashville, TN 37203 ("Lender"). Trustee is **TICOR TITLE**. Borrower owes Lender the principal sum, as calculated under Title 38 Code of Federal Regulations ("C.F.R."), Section 36.4805(e), of **Thirty Nine Thousand One Hundred Sixty and 15/100ths Dollars (U.S. \$39,160.15)**. 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 **January 1, 2053**.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of **3620 DIAMOND WAY, WELLINGTON, NV 89444**, ("Property Address");



THIS DEBT is evidenced by Borrower's Note, dated the same date as this Security Instrument ("Note"), which provides that the repayment of the full principal sum is required immediately upon: (1) the transfer of title to the Property secured by the Security Instrument; or (2) the refinancing or payment in full otherwise, of all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments guaranteed by the Secretary, with which the Note and this Subordinate Mortgage are associated.

BORROWER MAY make payments 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:

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 or 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 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.** 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 Note, Secretary may invoke the nonjudicial 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 in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or 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, 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 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Borrower defaults in the performance of any covenant or agreement in this Security Instrument, and if notice of breach and election to sell, as required by Applicable Law, has been first recorded, then trustee, its successors or assigns, on demand by Lender, shall sell the Property, or such part thereof in its discretion that shall be necessary to sell, in order to accomplish the objects of these trusts, and in the manner required by Applicable Law.

Trustee shall first give notice of the time and place of such sale, in the manner provided by Applicable Law, for the sale of real property under execution, and may from time to time postpone such sale by advertisement as it may deem reasonable, and without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised. As to any such sale that may have been postponed, trustee may sell the Property so advertised, or any portion thereof, at public auction at the time and place specified in the notice, either in the county in which the Property, or any portion thereof, is situated, or at the office of the trustee, in its discretion, to the highest cash bidder. Lender may bid and purchase the Property at any such sale. Lender



may, after recording the notice of the breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to its former position and have and enjoy the same rights as though such notice had not been recorded.

Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to the purchaser a deed or deeds of the Property so sold which shall convey to the purchaser all the title of the Borrower in the trust premises. The proceeds of the sale shall be applied in the following order: (a) to the expenses of the sale, together with the reasonable expenses of the trust, and also including reasonable attorneys' fees which shall become due upon any default made by Borrower in any of the payments aforesaid; (b) to any expenses incurred by Lender or trustee for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the Security Instrument; (c) to all sums secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon agreed or provided to be paid by Borrower; and (d) the balance or any surplus of such proceeds to the person or persons legally entitled thereof.

In the event of a sale of the Property conveyed or transferred in trust, or any part thereof, and the execution of the deed or deeds therefore under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of a demand by Lender that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Lender. Any such deed or deeds with such recitals therein shall be effectual and conclusive against Borrower, and the receipt of the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligations to see the proper application of the purchase money, according to the trusts aforesaid.

8. Reconveyance. Upon 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.

9. 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.

10. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page two of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.



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

Joseph P. Calkins
Borrower - JOSEPH P. CALKINS

Date: 12/14/22

Ann M. Calkins
Borrower - ANN M. CALKINS

Date: 12/14/22

ACKNOWLEDGMENT

State of Nevada
County of Douglas

§
§
§

The foregoing instrument was acknowledged before me on 12/14/2022 by JOSEPH P. CALKINS AND ANN M. CALKINS.

Rishele L. Thompson
Signature of Person Taking Acknowledgment

Rishele L. Thompson
Printed Name

Notary
Title of Bank



Serial Number, if any: 99-54931-5

My Commission Expires: 4/10/23

(Seal)

Loan Originator Organization: U.S. BANK N.A., NMLSR ID: 3114
Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A

BORROWER(S): JOSEPH P. CALKINS AND ANN M. CALKINS

LOAN NUMBER: 9903043287

LEGAL DESCRIPTION:

STATE OF NEVADA, COUNTY OF DOUGLAS, AND DESCRIBED AS FOLLOWS:

**ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA,
DESCRIBED AS FOLLOWS: LOT 12 IN BLOCK K, AS SHOWN ON THE MAP OF TOPAZ RANCH
ESTATES
UNIT NO. 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS
COUNTY,
STATE OF NEVADA, ON NOVEMBER 16, 1970, IN BOOK 1 OF MAPS, PAGE 224, AS DOCUMENT NO.
50212**

Assessor's Parcel No.: 102216002020

ALSO KNOWN AS: 3620 DIAMOND WAY, WELLINGTON, NV 89444

