

DOUGLAS COUNTY, NV

2023-1000571

Rec:\$40.00

\$40.00 Pgs=10

09/19/2023 08:07 AM

LOANDEPOT.COM LLC

SHAWNYNE GARREN, RECORDER

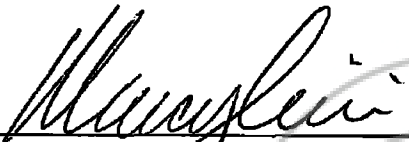
APN#: 1420-18-510-019

After Recording Return To:
loanDepot.com, LLC
6531 Irvine Center Drive, Suite 100
Irvine, CA 92618
ATTN: HELOC - DOC CONTROL

NEVADA DEED OF TRUST COVER PAGE

Loan Number: 920871890
Borrower: KIVI

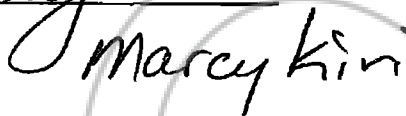
I hereby affirm that the attached document being submitted for recording does not contain any personal information about any person.



Signature

Printed Name:

Title:



After Recording Return To:
loanDepot.com, LLC
Collateral Department
6531 Irvine Center Drive, Suite 100
Irvine, CA 92630

APN #: 1420-18-510-019

Mail Tax Statements To:

loanDepot.com, LLC
6561 Irvine Center Drive, Irvine, CA 92618

Recording Requested By:
loanDepot.com, LLC

[Space Above This Line For Recording Data]

KIVI
Loan #: 920871890
MIN: 101665536911691199
MERS Phone: 1-888-679-6377

DEED OF TRUST
(Line of Credit)

THIS DEED OF TRUST, dated September 11, 2023, is between MARCY KIVI, TRUSTEE OF THE MARCY KIVI FAMILY LIVING TRUST, DATED APRIL 14, 2006 residing at 945 RANCHVIEW CIR, CARSON CITY, NV 89705 the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and WFG National Title Insurance Company as trustee and hereinafter referred to as the "Trustee," with an address at 2711 Middleburg Drive, Suite 312, Columbia, SC 29204, for benefit of the grantee/beneficiary "Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for loanDepot.com, LLC (hereinafter "you" or "Lender") and Lender's successors and assigns)," with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Beneficiary."

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with laws or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

PROPERTY; In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Property located at: 945 RANCHVIEW CIR, CARSON CITY, NEVADA 89705 (the "Property") and further described as:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 23 IN BLOCK M AS SET FORTH ON THE FINAL MAP OF SUNRIDGE HEIGHTS, PHASES 7B AND 9, A PLANNED UNIT DEVELOPMENT, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON SEPTEMBER 5, 1995 IN BOOK 995, PAGE 410, AS DOCUMENT NO. 369825, AND BY A CERTIFICATE OF AMENDMENT RECORDED AUGUST 14, 1996 IN BOOK 896, PAGE 2588 AS DOCUMENT NO. 394289, COUNTY OF DOUGLAS, STATE OF NEVADA. SUBJECT TO: RESTRICTIONS, CONDITIONS, COVENANTS, RIGHTS, RIGHTS OF WAY, AND EASEMENTS NOW OF RECORD, IF ANY. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

The Property includes all buildings and other Improvements now or In the future on the Property and all rights and interests which derive from our ownership, use or possession of the Property and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, Improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto.

LOAN: The Deed of Trust will secure your loan in the maximum principal amount of \$42,400.00 or so much thereof as may be advanced and readvanced from time to time to MARCY KIVI, the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated September 11, 2023, plus Interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of September 11, 2053. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement. This Deed of Trust secures future advances, pursuant to the provisions of Nev. Rev. Stat. §§ 106.300 to 106.400.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

- 1-4 Family Rider
- Condominium Rider
- Second Home Rider
- Planned Unit Development Rider
- Other(s) (specify): Revocable Trust Rider(s) ,

OWNERSHIP: We are the sole owner(s) of the Property. We have the legal right to mortgage, grant and convey the Property to the Trustee.

GRANTOR'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Property when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Property in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Property without first getting your consent. We will not use the Property illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Property Insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the Insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Property, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Property. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Agreement.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any deeds of trust that have priority to this Deed of Trust.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Property.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Property in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Property may be limited to the amount owing on the Agreement plus the amount of any deeds of trust that have priority to this Deed of Trust.

(g) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. We shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the Jurisdiction where the Property are located that relate to health, safety or environmental protection.

(h) **SALE OF PROPERTY:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our Interest in the Property, in whole or in part, or permit any other lien or claim against the Property without your prior written consent.

(i) **DUE-ON-SALE:** In the event that we, or any successor to our interest in the Property, sells or contracts to sell or transfers any interest in the Property, either voluntarily or involuntarily, at your option, you may declare the full amount owed under the Agreement and secured by this Deed of Trust immediately due and payable even though the time for maturity as expressed in the Agreement may not have arrived.

(j) **INSPECTION:** We will permit you to inspect the Property at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Deed of Trust may be negotiated or assigned by you without releasing us or the Property. You may add or release any person or property obligated under the Agreement and this Deed of Trust without losing your rights in the Property.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Property without your prior written consent. As a condition to the removal of any Improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Property are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree neither to abandon nor to leave unattended the Property. We shall do all other acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

COMPLIANCE WITH LAWS: We warrant that the Property and our use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Deed of Trust, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Deed of Trust and sell the Property, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Property is exhausted, whichever occurs first; (iii) enter on and take possession of the Property; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Property, including signing, cancelling and changing leases; and (vi) seek appointment of a receiver for the Property and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Property to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and

foreclosure. Subject to applicable law, if you acquire the Property at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to you to the extent of the sums secured by this Deed of Trust immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Deed of Trust or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Property. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Deed of Trust, and provided any obligation to make further advances under the Agreement has terminated, this Deed of Trust and your rights in the Property shall end.

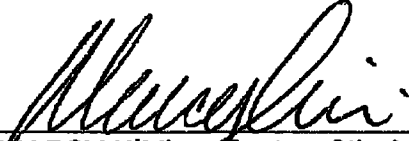
NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at loanDepot.com, LLC, 6561 Irvine Center Drive, Irvine, CA 92618 or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Agreement has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a satisfaction of this Deed of Trust.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

TRUSTEE: Trustee accepts the trusts herein created when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee, by its acceptance hereof, agrees to perform and fulfill the trusts herein created, and shall be liable only for its negligence or misconduct. The Trustee waives any statutory fee and agrees to accept reasonable compensation from Grantor for any services rendered by it in accordance with the terms of this Deed of Trust. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall (a) give any notice or direction or exercise any right, remedy or power hereunder or in respect of the Premises as shall be specified in such instructions, and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to Trustee or Beneficiary. Trustee may, but need not, take any of such actions in the absence of such instructions. Trustee may resign at any time upon giving of not less than 30 days prior notice to Beneficiary, but will continue to act as trustee until its successor shall have been chosen and qualified. In the event of the death, removal, resignation, or refusal or inability to act of Trustee, Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, without specifying any reason therefore, and without applying to any court, to select and appoint a successor trustee by filing a deed or other instrument of appointment for record in each office in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by Beneficiary.

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

 [Seal]

MARCY KIVI, as Trustee of the MARCY
KIVI FAMILY LIVING TRUST under
trust instrument dated April 14, 2006

COPY

State of Nevada

County of Douglas

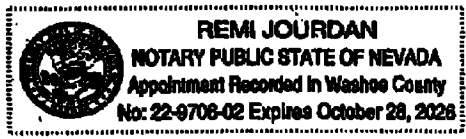
This instrument was acknowledged before me on this Eleventh day of September, 2023 by MARCY KIVI.

Notary Public

REMI JOURDAN

Printed Name
My commission expires on: 10.28.26

(Seal)



COPY

Loan Originator Michael Youkhana NMLS ID 2063487
Lender loanDepot.com, LLC
NMLS ID 174457

AFTER RECORDING MAIL TO:
loanDepot.com, LLC
6531 Irvine Center Drive, Suite 100
Irvine, CA 92618
ATTN: HELOC – DOC CONTROL

REVOCABLE TRUST RIDER

Date: September 11, 2023
Loan Number: 920871890
Borrower: KIVI

DEFINITIONS USED IN THIS RIDER:

(A) "Revocable Trust." **MARCY KIVI FAMILY LIVING TRUST**

created under trust instrument dated **April 14, 2006**

(B) "Revocable Trust Trustee(s)." **MARCY KIVI**
trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **MARCY KIVI**
settlor(s) of the Revocable Trust signing below.

(D) "Lender." **loanDepot.com, LLC**

(E) "Security Instrument." 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." The property described in the Security Instrument and located at:

945 RANCHVIEW CIR, CARSON CITY, NEVADA 89705
(Property Address)

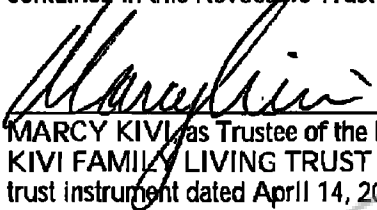
THIS REVOCABLE TRUST RIDER is made this **11th** day of **September, 2023**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

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:

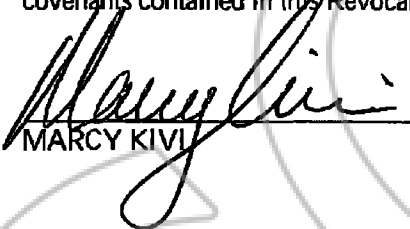
A. ADDITIONAL BORROWER(S).

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 Revocable Trust Rider.

 [Seal]
MARCY KIVI as Trustee of the MARCY
KIVI FAMILY LIVING TRUST under
trust instrument dated April 14, 2006

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

 [Seal]
MARCY KIVI

Loan Originator Michael Youkhana NMLS ID 2063487
Lender loanDepot.com, LLC
NMLS ID 174457