

DOUGLAS COUNTY, NV **2023-1001403**  
Rec:\$40.00  
\$40.00 Pgs=17 10/12/2023 04:00 PM  
STEWART TITLE COMPANY - NV  
SHAWNYNE GARREN, RECORDER

APN # 1420-29-612-028

After Recording Return To:  
**CATHAY BANK**  
ATTN: MAIL CODE: EL-2-K  
9650 FLAIR DRIVE  
EL MONTE, CA 91731

Recording Requested By: **CATHAY BANK**

[Space Above This Line For Recording Data]

**DEED OF TRUST**

(Line of Credit)

**CAIN**  
Loan #: 2012557  
PIN: 1420-29-612-028

THIS DEED OF TRUST, dated **OCTOBER 6, 2023**, is between **JAMES KEITH CAIN AND SUZANNE MARIE CAIN, AS TRUSTEES OF THE CAIN FAMILY TRUST UDT JUNE 9, 2003, AS AMENDED** residing at **6481 SILENT HARBOR DRIVE, HUNTINGTON BEACH, CA 92648**, the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and **FIRST AMERICAN TITLE INSURANCE COMPANY** as trustee and hereinafter referred to as the "Trustee," with an address at **3 FIRST AMERICAN WAY, SANTA ANA, CA 92707**, for benefit of **CATHAY BANK** with an address at **9650 FLAIR DRIVE, EL MONTE, CA 91731**, and hereinafter referred to as "you" or the "Beneficiary."

PROPERTY: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Property located at: **1141 SAN MARCOS CIRCLE, MINDEN, NV 89423** (the "Property") and further described as:

**SEE ATTACHED EXHIBIT A.**

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 our loan in the maximum principal amount of **\$519,000.00** or so much thereof as may be advanced and re-advanced from time to time to **SUZANNE MARIE CAIN** the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **OCTOBER 6, 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 **OCTOBER 6, 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

**HELOC - NV Deed of Trust**  
3039.34

Page 1 of 6



004602012557

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.

**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, canceling 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 **6481 SILENT HARBOR DRIVE, HUNTINGTON BEACH, CA 92648** or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **CATHAY BANK, 9650 FLAIR DRIVE, EL MONTE, CA 91731** 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 waiver of that or any other provision on any other occasion.

**TRUSTEE:** Trustee accepts the trust 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 Property as shall be specified in such instructions, and (b) approve as satisfactory all matter 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 of 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 therefor, 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.

**HELOC - NV Deed of Trust**

EX 3039.34

Page 5 of 6



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

- 1-4 Family Rider
- Planned Unit Development Rider
- Condominium Rider
- Other(s) [specify] **INTER VIVOS REVOCABLE TRUST RIDER**
- Second Home Rider

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

*James Keith Cain*

\*James

\*JAMES KEITH CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

*Suzanne Marie Cain*

\*SUZANNE MARIE CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

\*Suzanne Marie Cain, Individually and as trustee of the Cain Family Trust dated instrument dated June 9, 2003 for the benefit of James Keith Cain and Suzanne Marie Cain  
State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by JAMES KEITH CAIN AND SUZANNE MARIE CAIN.

*\*see attached\**

Notary Public

My Commission Expires: \_\_\_\_\_

Mail Tax Statements To:  
CATHAY BANK  
9650 FLAIR DRIVE, EL MONTE, CA 91731

HELOC - NV Deed of Trust  
3039.34



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On 10-6-2023 before me, D. Mendiola Notary Public

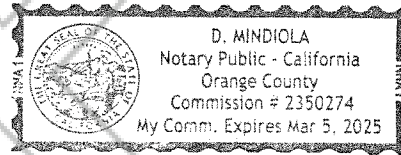
personally appeared James Keith Cain and Suzanne Marie Cain, trustees of the Cain Family Trust

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. Mendiola



### OPTIONAL INFORMATION

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Deed of Trust

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing: \_\_\_\_\_

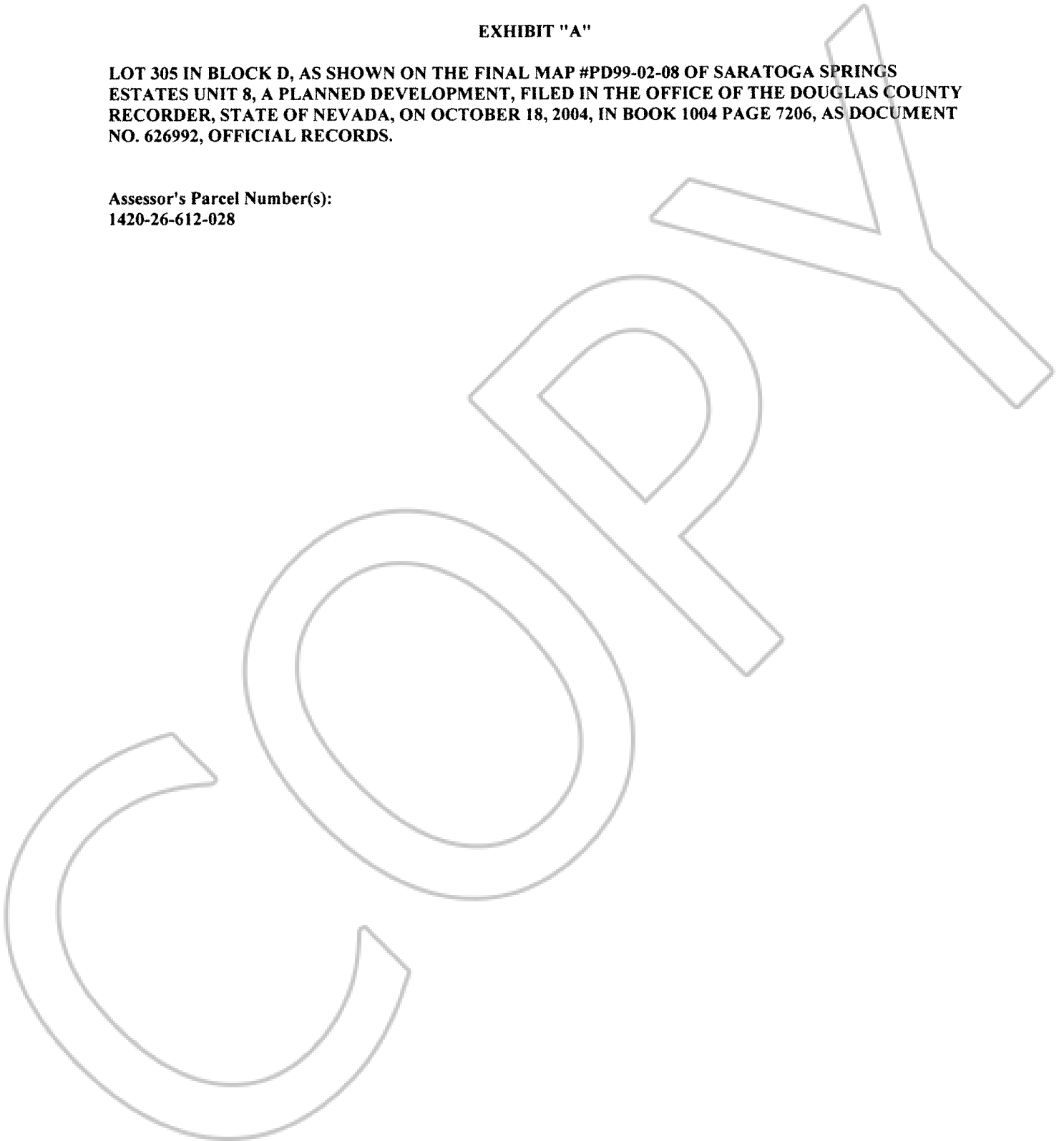
Additional Information
<b>Method of Signer Identification</b>
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/>

Cain Family Trust v01 June 9, 2023, as amended

**EXHIBIT "A"**

**LOT 305 IN BLOCK D, AS SHOWN ON THE FINAL MAP #PD99-02-08 OF SARATOGA SPRINGS ESTATES UNIT 8, A PLANNED DEVELOPMENT, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON OCTOBER 18, 2004, IN BOOK 1004 PAGE 7206, AS DOCUMENT NO. 626992, OFFICIAL RECORDS.**

**Assessor's Parcel Number(s):  
1420-26-612-028**





**SECOND HOME RIDER**

**CAIN**

Loan #: 2012557

THIS SECOND HOME RIDER is made this **6TH** day of **OCTOBER, 2023**, 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 Agreement to **CATHAY BANK** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **1141 SAN MARCOS CIRCLE, MINDEN, NV 89423** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following:

**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.

**Borrower's Loan Application.** Borrower shall be in default if, during the Loan

MULTISTATE SECOND HOME RIDER--Single Family--HELOC

20384.16

Form CUSTOM 4/19 (page 1 of 2 pages)



2012557

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.

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

*James Keith Cain*

\* James

\*JAMES KEITH CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

*Suzanne Marie Cain*

\*SUZANNE MARIE CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

\* Suzanne Marie Cain, Individually and as trustee of the Cain Family Trust under ~~the~~<sup>that</sup> trust instrument dated June 9, 2003 for the benefit of James Keith Cain and Suzanne Marie Cain



**PLANNED UNIT DEVELOPMENT RIDER**

**CAIN**

Loan #: 2012557

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **6TH** day of **OCTOBER, 2023**, 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") to secure Borrower's Agreement to **CATHAY BANK**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**1141 SAN MARCOS CIRCLE, MINDEN, NV 89423**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known as

**SARATOGA SPRINGS ESTATES**


[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

- A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the

**MULTISTATE PUD RIDER--Single Family--HELOC**

 20386.14

**Form CUSTOM 1/19** (page 1 of 3 pages)



2012557

Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then Borrower's obligation under the INSURANCE Section to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in the CONDEMNATION Section.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then



Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

*James Keith Cain*

\*James

\*JAMES KEITH CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

*Suzanne Marie Cain*

\*SUZANNE MARIE CAIN, INDIVIDUALLY AND AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

\* Suzanne Marie Cain, individually and as trustee of the Cain Family Trust under trust instrument dated June 9, 2003 for the benefit of James Keith Cain and Suzanne Marie Cain.





**INTER VIVOS REVOCABLE TRUST RIDER**

**CAIN**  
Loan #: 2012557

**DEFINITIONS USED IN THIS RIDER.**

(A) "Revocable Trust." The **CAIN FAMILY TRUST** created under trust instrument dated **JUNE 9, 2003**, for the benefit of **JAMES KEITH CAIN AND SUZANNE MARIE CAIN**.

(B) "Revocable Trust Trustee(s)." **JAMES KEITH CAIN** and **SUZANNE MARIE CAIN**, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **JAMES KEITH CAIN** and **SUZANNE MARIE CAIN**, settlor(s) of the Revocable Trust signing below.

(D) "Lender." **CATHAY BANK**.

(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:

**1141 SAN MARCOS CIRCLE, MINDEN, NV 89423.**

[Property Address]

**THIS REVOCABLE TRUST RIDER** is made this **6TH** day of **OCTOBER, 2023**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER**

21131.45

Page 1 of 4



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**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. INTER VIVOS REVOCABLE TRUST**

**1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).**

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an *inter vivos* revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of **CALIFORNIA**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **NEVADA**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

**2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.**

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

**MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER**



**B. ADDITIONAL BORROWER(S).**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of 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.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.**

Uniform Covenant 18 of the Security Instrument is amended in its entirety to read as follows:

**Transfer of the Property or a Beneficial Interest in Revocable Trust.**

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, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by Applicable Law.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

**MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER**

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Page 3 of 4



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

*James Keith Cain*

\* James

\* JAMES KEITH CAIN, AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

*Suzanne Marie Cain*

SUZANNE MARIE CAIN, AS TRUSTEE OF THE CAIN FAMILY TRUST UNDER TRUST INSTRUMENT DATED JUNE 9, 2003 FOR THE BENEFIT OF JAMES KEITH CAIN AND SUZANNE MARIE CAIN

\* Suzanne Marie Cain, individually as trustee of the Cain Family Trust under trust

BY SIGNING BELOW, the undersigned, Settlor(s) of the CAIN FAMILY TRUST under trust instrument dated JUNE 9, 2003, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*James Keith Cain*

- TRUST SETTLOR - JAMES KEITH CAIN

Trust Settlor - James Keith Cain

*Suzanne Marie Cain*

- TRUST SETTLOR - SUZANNE MARIE CAIN

Trust Settlor - Suzanne Marie Cain

BY SIGNING BELOW, the undersigned individual(s) acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

*Suzanne Marie Cain*

- GRANTOR - SUZANNE MARIE CAIN

Grantor - Suzanne Marie Cain

*James Keith Cain*

JAMES KEITH CAIN

James Keith Cain

[Sign Original Only]

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

