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FILE FOR RECORDING
AT THE REQUEST OF

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2004 SEP 20 PM 2 39

LINCOLN COUNTY RECORDER
FEE \$16.00
LESLIE BOUCHER HB

DEED OF TRUST

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COPY



DEED OF TRUST

EMPLOYER ASSISTED HOUSING PROGRAM

This DEED OF TRUST, made this 10th day of September, 2004, between Nancy Leins, herein called Trustor, whose address is 180 Park Blvd., Alamo, NV, Southwest Escrow Company, herein called Trustee, and Opportunity Village Association for Retarded Citizens, 6300 W. Oakey, Las Vegas, NV 89146, herein called Beneficiary:

WITNESSETH, that Trustor irrevocably grants, transfers and assigns to Trustee in trust with power of sale, that property located in the City of Alamo, Lincoln County, Nevada, legally described as set forth on Exhibit "A" attached hereto and made a part hereof, more commonly known as 180 Park Blvd., Alamo, Nevada, the "Property".

TOGETHER WITH all appurtenances in which Trustor has any interest including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Trustee shall collect the same by any lawful means in the name of the Beneficiary.

FOR THE PURPOSE OF SECURING (1) performance of the Opportunity Village Employer Assisted Housing Program Loan Agreement executed by Trustor on the 10th day of September, 2004 and incorporated by reference herein (the "Agreement"); and (2) payment of any indebtedness evidenced by and accruing under said Agreement, or under the Promissory Note dated as of the date hereof executed by Trustor in favor of Beneficiary, in both cases evidencing a debt in the principal sum of \$10,000 (Ten Thousand and 00/100 dollars), of Trustor in favor of Beneficiary, or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES; By the execution of this Deed of Trust that those provisions included in the Agreement executed by Trustor are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

THE PARTIES hereby acknowledge that the Property is not subject to the lien of a first loan. The terms and provisions of the first Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the first Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to that certain class of participants in the down payment assistance program low income participant or otherwise restricting the borrower's ability to sell the property shall have no further force or effect on subsequent owners or purchasers of the property.

RESTRICTIONS SET FORTH IN PROMISSORY NOTE AND AGREEMENT is incorporated herein as follows:

- a. Opportunity Village retains an option to purchase the secured premises should the borrower desire or need to sell the secured premises; Opportunity Village will permit sale of the secured premises with up to full recapture of the forgivable loan.

OPPORTUNITY VILLAGE EMPLOYER ASSISTED HOUSING PROGRAM

- b. The occupying borrower shall not vacate the secured premises and lease or rent the secured premises to any third party without the prior written approval of Opportunity Village.
- c. Opportunity Village's Employer Assisted Housing Program funds must be recaptured upon sale of the secured premises, death of all Borrowers, or divorce of the Borrowers unless one of the Borrowers shall keep title and possession of the secured premises by order of a court of appropriate jurisdiction.

The secured premises must be used as the Occupying Borrower's principal residence.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded on the first day of November, A.D. 1967, in Book 832 as Document No. 668675 of the Official Records in the Office of the County Recorder of Clark County, Nevada, are each and all hereby incorporated herein by reference and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

THE UNDERSIGNED Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder, is mailed to Trustor, or his authorized agent at the address herein set forth:

Opportunity Village
6300 W. Oakey Blvd.
Las Vegas, NV 89146
Attn: Comptroller

Nancy Leias

STATE OF NEVADA)

) ss

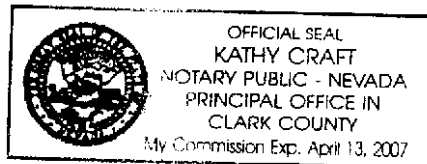
COUNTY OF CLARK)

On this 9 day of Sep., 2004, before me Kathy Craft the undersigned Notary Public, personally appeared Nancy Leias personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose

name(s) is (are) subscribed to this instrument, and acknowledged that he/she/they executed it for purposes stated therein.

WITNESS my hand and seal

Kathy Craft
NOTARY PUBLIC



After recording please mail to: