

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$41.00

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RPTT:

Recorded By: AE

Book- 284 Page- 0369



0144736

The undersigned hereby affirms
that there is no Social Security
number contained in this document

PARCEL # 002-143-01

After Recording Please Return to:

RNDC

Housing Administrator

1320 E. Aultman

Ely, NV 89301

DEED OF TRUST

This DEED OF TRUST, made this 18th day of December, 2013 by and
between ROBERT PARKER-ALMARAZ and FRANK D BEARD, an unmarried woman,
hereinafter named TRUSTOR, and FIRST AMERICAN TITLE COMPANY, hereinafter named
TRUSTEE, and NEVADA HOUSING DIVISION, hereinafter named BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY grants, transfers and assigns to TRUSTEE in
trust with power of sale, that property located in the County of LINCOLN Nevada, legally
described as follows:

A PARCEL OF LAND SITUATED WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 68
EAST, M.D.M., WITHIN LOT 1 OF BLOCK 15, TOWN OF PANACA, LINCOLN COUNTY,
NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 15, BEING THE
NORTHWEST CORNER OF APN 02-143-01, AND A POINT ON THE SOUTH RIGHT-OF-
WAY OF STATE ROUTE NO. 319, WHENCE THE NORTHEAST CORNER OF SAID
SECTION 8 BEARS NORTH 14°13'12" EAST, A DISTANCE OF 2,104.66 FEET, SAID
POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°41'34" EAST ALONG
SAID RIGHT-OF-WAY A DISTANCE OF 166.00 FEET TO THE
ADJUSTED NORTHEAST CORNER OF APN 02-143-01; THENCE SOUTH 00°19'33" EAST
LEAVING SAID RIGHT OF WAY ALONG THE ADJUSTED BOUNDARY LINE A
DISTANCE OF 162.00 FEET; THENCE SOUTH 89°41'34" WEST A DISTANCE OF 41.00
FEET; THENCE SOUTH 00°19'33" EAST A DISTANCE OF 3.00 FEET; THENCE SOUTH
89°41'34" WEST A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH
THE EAST RIGHT-OF-WAY OF SECOND STREET; THENCE NORTH 00°19'33" WEST
ALONG SAID RIGHT-OF-WAY A DISTANCE OF 166.00 FEET TO THE
POINT OF BEGINNING.

NOTE: ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN
THAT CERTAIN DOCUMENT RECORDED NOVEMBER 25, 1996, BOOK 122, PAGE 365,
AS INSTRUMENT NO. 106491.

And more commonly known as 878 MAIN STREET, LINCOLN, COUNTY of NEVADA.

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said real property, 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 total amount of Down Payment Assistance Agreement (including any and all change orders executed subsequent to the date of this Deed of Trust) and payment of any indebtedness evidenced by and accruing under said Down Payment Assistance Agreement in the principal sum of THIRTEEN THOUSAND ONE HUNDRED AND SIXTEEN DOLLARS AND 00/100 (\$13,116) executed by TRUSTOR in favor of BENEFICIARY, or order.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in:

***HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92, Subpart F--
Project Requirements, §92.254 Qualifications as affordable housing:***

homeownership.(a)(5)(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds invested in the property.

(A) The following option for recapture requirements is acceptable to HUD.

(1) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2), above, of this section) plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

HOME investment

X Net proceeds = HOME amount to be recaptured



HOME investment + homeowner investment

homeowner invest X Net proceeds = amount to homeowner
 HOME investment + homeowner investment

By execution of this Deed of Trust that those provisions included in the Rural Nevada Development Corporation Down Payment Agreement executed by TRUSTOR hereby incorporated herein by reference and made part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and 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 request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to him/her, or his/her authorized agent at the address herein set forth:

RURAL NEVADA DEVELOPMENT CORPORATION
 1320 E. AULTMAN
 ELY, NV 89301

Robert Parker-Almaraz
 ROBERT PARKER-ALMARAZ

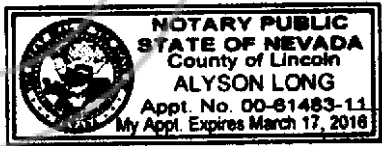
12-18-13
 DATE

Frank D Beard
 FRANK D BEARD

12/18/13
 DATE

STATE OF NEVADA
 COUNTY OF Lincoln

On this 18th day of December, 2013 ROBERT PARKER -ALMARAZ and FRANK D BEARD personally appeared before me, a Notary Public, and executed this document.



Alyson Long
 NOTARY PUBLIC