

LINCOLN COUNTY, NV

2023-163665

\$37.00

01/18/2023 08:13 AM

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FIRST AMERICAN TITLE INSURANCE COMPANY 5 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

Prepared By: TRUIST
After Recording Return To:
Loss Mitigation Specialist at
Truist Bank 306-40-04-70,
1001 Semmes Avenue, Richmond, Virginia 23224

SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is given on **December 15, 2022**. The Borrowers are **KIMBERLY C LEBARON, AN UNMARRIED WOMAN** whose address is **145 CULVERWELL STREET, CALIENTE, NEVADA 89008**. The Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Attn: Secretary-Held Loan Servicing, 2000 N Classen Blvd Suite #3200, Oklahoma City, OK 73016 ("Lender").

The "Primary Note" is the note given by **Mortgage Electronic Registration Systems, Inc.**, nominee for **MOUNTAIN AMERICA FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION, 7181 SOUTH CAMPUS VIEW DRIVE, WEST JORDAN, UTAH 84084**, to **KIMBERLY C LEBARON** dated **July 2, 2010** in the principal amount of **\$192,945.00**, which note and the Security Deed securing the note are insured by Lender.

The Trustee is **ATLAS TITLE INSURANCE AGENCY, INC.**

Borrowers owe Lender the principal sum of **FORTY SIX THOUSAND THREE HUNDRED EIGHTY NINE and 03/100 Dollars (U.S. \$46,389.03)** secured by this Subordinate Security Deed. This debt is evidenced by Borrowers' subordinate note dated the same date as this Security Instrument ("Note"), which provides for the payment of the full debt, if not paid earlier, on **December 1, 2048**. This Security Instrument secures to Lender: (1) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (2) the payment of all other sums, with interest, advanced by Lender to protect the security of this Security Instrument, including appearing in Court, paying reasonable attorneys' fees and entering on the property to make repairs; and (3) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrowers do hereby mortgage, warrant, grant and convey to the Lender, with power of sale property located in **LINCOLN County, NEVADA** which has the address of

**145 CULVERWELL STREET
CALIENTE, NEVADA 89008**

LEGAL DESCRIPTION

See attached for Legal Description

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".

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BORROWERS COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of 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.

Borrowers and Lender covenant and agree as follows:

UNIFORM COVENANTS


1. **Payment of Principal.** Borrowers shall pay when due the principal of the debt evidenced by the Note.

2. **Borrowers 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 Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrowers' 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-Signors.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers. The Borrowers' covenant and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (1) is co-signing this Security Instrument only to mortgage, grant and convey that Borrowers' interest in the Property under the terms of this Security Instrument; (2) is not personally obligated to pay the sums secured by this Security Instrument; and (3) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrowers' consent.

4. **Notices.** Any notice to Borrowers 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 Borrowers designate by written notice to the Lender. Any notice to the Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attn: Secretary-Held Loan Servicing, 2000 N Classen Blvd Suite #3200, Oklahoma City, OK 73016**, or any address Lender designates by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers 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.

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6. **Borrowers' Copy.** Borrowers shall be given one conformed copy of the Note and of this Security Instrument.

7. **Acceleration Remedies.** Lender may require that we pay immediately the entire amount then remaining unpaid under the note and under this Security Instrument, if we do not pay all sums due under the Note on **December 1, 2048**, or if earlier, when the first of the following events occur:

- (1) Borrowers have paid in full all amounts due under the Primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (2) The maturity date of the Primary Note has been accelerated, or
- (3) The Primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

Lender may require payment in full without making any further demand for payment. This requirement is called "immediate payment in full".

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale". In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the sums secured.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 5 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 (the "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 Lender under this paragraph or applicable law.

8. **Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. Borrowers will not be required to pay Lender for this discharge, but Borrowers will pay all costs of recording the discharge in the proper official records.

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By signing below, Borrowers accept and agree to the terms contained in this Security Instrument and in any rider(s) executed by Borrowers and recorded with it.

Witness Sign: [Signature]

Witness Print: Theresa Soto

[Signature] (SEAL)
KIMBERLY C LEBARON

Witness Sign: [Signature]

Witness Print: Haydon Brooks

STATE OF NEVADA
City/County of LINCOLN

I, hereby Certify, That on this 27 day of December, 2022, before me, the subscriber, a Notary Public of the State of NEVADA, personally appeared **KIMBERLY C LEBARON** who is known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: August 15, 2026

[Signature]
Notary Public

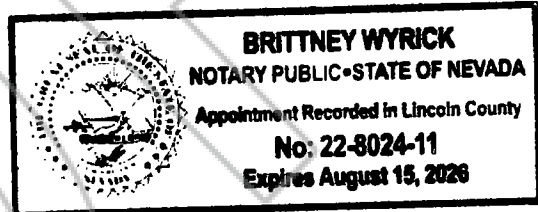


EXHIBIT "A"

ALL OF LOT 1 IN BLOCK 1 OF THE MODERN TOWNSITE ADDITION TO THE CITY OF CALIENTE, NEVADA, AS SHOWN ON THE MAP THEREOF RECORDED FEBRUARY 5, 1931, IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY IN BOOK A OF PLATS, PAGE 64, AS FILE NO 7324, LINCOLN COUNTY, NEVADA.

