

LINCOLN COUNTY, NV

**2024-166761**

\$37.00

Rec:\$37.00

**04/04/2024 08:50 AM**

SUN WEST MORTGAGE COMPANY INC. Pgs=7 KC

**OFFICIAL RECORD**

**AMY ELMER, RECORDER**

APN: 411105

Recording requested by

SUN WEST MORTGAGE COMPANY, INC.

18303 Gridley Rd,  
Cerritos, CA 90703

After recording return to

SUN WEST MORTGAGE COMPANY, INC.

18303 Gridley Rd,  
Cerritos, CA 90703

NMLS ID: 3277

Loan #: 121083071100

Case No #: 3327334172703

MIN #: 100107312108307116

SIS #: (1-888-679-6377)

Loan Type: FHA

---

### Partial Claim Deed of Trust

This Partial Claim Deed of Trust referred to as SUBORDINATE DEED OF TRUST ("Security Instrument") made on this 26th day of February, 2024.

Trustee is Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with jurisdiction over the property described below, or a designee of that official ("Trustee"); The Secretary of Housing and Urban Development whose address is 451 Seventh Street, SW Washington, DC 20410, ("Lender"); and

The Trustor is TIERRA LASHAE PREWITT AND MATTHEW BUCHER, WIFE AND HUSBAND AS JOINT TENANTS. ("Borrower")

Premises herein are or will be improved by a one or two family dwelling

Subject Property: 516 MICHAEL WAY, ALAMO, NV 89001

Recorded Date of Security Instrument: 28th day of May, 2021

Document: 2021-160460

County: LINCOLN

Original Principal Sum: \$250,381.00

Partial Claim Amount: \$8,753.03

APN: 411105

Legal Description: Attached as Exhibit A hereto as and by this reference made a part hereof

FHA Case No #: 3327334172703

## Partial Claim Deed of Trust

This Partial Claim Deed of Trust referred to as SUBORDINATE DEED OF TRUST ("Security Instrument") is given on 26th day of February, 2024

The Trustor is TIERRA LASHAE PREWITT AND MATTHEW BUCHER, WIFE AND HUSBAND AS JOINT TENANTS. ("Borrower")

Whose address is 516 MICHAEL WAY, ALAMO, NV 89001

Trustee is Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with jurisdiction over the property described below, or a designee of that official; ("Trustee"); This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Eight Thousand Seven Hundred Fifty Three Dollars and Three Cents (U.S. \$8,753.03). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 1st day of June, 2051. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in LINCOLN County NEVADA :

which has the address of 516 MICHAEL WAY, ALAMO, NV 89001; ("Property Address")

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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or 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.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

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

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

4. Notices. Any notice to Borrower 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower 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.

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 of original security Instrument unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

TIERRA LASHAE PREWITT

\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Borrower's Sign

MATTHEW BUCHER

\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Borrower's Sign

NA

NA

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Borrower's Sign

NA

NA

\_\_\_\_\_  
Witness\* Name

\_\_\_\_\_  
Witness\* Sign

NA

NA

\_\_\_\_\_  
Witness\*\* Name

\_\_\_\_\_  
Witness\*\* Sign

\*Witness (individual in addition to notary) required if property located in the state of

\*\*Witness and 2nd witness required if property located in the state of South Carolina, Connecticut and Florida (2nd witness can also be notary)

\*\* Witness and 2nd witness required if property located in the state of Louisiana and Virgin Islands (2nd witness cannot be notary)

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

BORROWER(s)  
ACKNOWLEDGMENT:

State of Nevada )  
County of Lincoln )

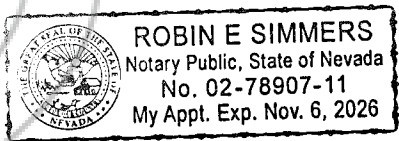
On March 21, 2024 before me, Robin E. Simmers  
(Date) (Name of Notary)

personally appeared TIERRA LASHAE PREWITT AND MATTHEW BUCHER

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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robin E. Simmers (Seal)

11-6-2026  
Notary Commission Expiration Date

**EXHIBIT "A"**

PARCEL 2 AS DESCRIBED BY THAT CERTAIN PARCEL MAP RECORDED AUGUST 6, 2001, AS FILE NO. 116747, IN BOOK B OF PLATS, PAGE 381, IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.

Situate in the County of Lincoln, State of Nevada.

**Assessor's Parcel No.:** 004-111-05

