

Official Record

Recording Requested By  
STEWART TITLE ELKO

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$29.00 Page: 001 of 016  
RPTT: \$0.00 Recorded By FS  
Book- 0499 Page- 0322

PIN #: 001-031-07

When Recorded Return To:  
ACADEMY MORTGAGE CORPORATION  
1218 EAST 7800 SOUTH, SUITE 100  
SANDY, UT 84094  
ATTN: CLOSING DEPARTMENT  
(801) 233-3700



0215007

Grantee:  
ACADEMY MORTGAGE CORPORATION  
1218 EAST 7800 SOUTH, SUITE 100, SANDY, UT  
84094

Mail Tax Statement To:  
ACADEMY MORTGAGE CORPORATION  
1218 EAST 7800 SOUTH, SUITE 100  
SANDY, UT 84094

1028121-20

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DEED OF TRUST

SCHWEIZERHOF  
Loan #: 1987441  
PIN: 001-031-07  
Case #: 331-1443938-703

THIS DEED OF TRUST ("Security Instrument") is made on MAY 14, 2010. The grantor is DAVID SCHWEIZERHOF, A SINGLE MAN ("Borrower"). The trustee is STEWART TITLE OF NEVADA ("Trustee"). The beneficiary is ACADEMY MORTGAGE CORPORATION, A UTAH CORPORATION ("Lender") which is organized and existing under the laws of UTAH, and has an address of 1218 EAST 7800 SOUTH, SUITE 100, SANDY, UT 84094. Borrower owes Lender the principal sum of ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED FIFTY FOUR AND 00/100 Dollars (U.S. \$132,554.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2040. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in EUREKA County, Nevada:

SEE ATTACHED  
which has the address of 300 NOB HILL AVENUE, EUREKA, Nevada 89316 ("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 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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either; (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items, (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installment for items (a), (b) and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;



Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security



Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

**(a) Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary



will limit Lender's rights in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note are not to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization 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.

**12. 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, subject to the provisions of Paragraph 9(b). 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 Lender's address stated herein 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.

**14. 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.

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environment 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 uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any removal or other regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9,



Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, 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 Lender's 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 or Trustee 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 9, the Secretary may invoke the nonjudicial 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 18 or applicable law.

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any reconduction costs.

**20. Substitute Trustee.** Lender, at its own option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**21. Assumption Fee.** Lender may charge the maximum assumption fee allowable by the Department of Housing and Urban Development.

**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.



The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

- Condominium Rider
- Growing Equity Rider
- Adjustable Rate Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other(s) [specify] **MANUFACTURED HOME RIDER, TAX-EXEMPT FINANCING RIDER**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*David Schweizerhof* 5/14/10  
 - BORROWER - DAVID SCHWEIZERHOF - DATE -

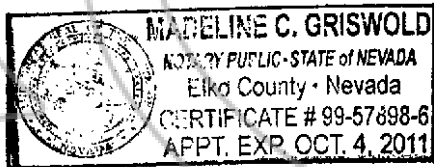
[Space Below This Line For Acknowledgment]

STATE OF *Nevada*

COUNTY OF **ELKO** *ELKO*

This instrument was acknowledged before me on *MAY 17, 2010* by *David Schweizerhof*

*Madeline C. Griswold*  
 \_\_\_\_\_  
 Notary Public



My Commission Expires: *10/4/2011*





**EXHIBIT "A"**

**PARCEL 1:**

All of Lot 1 in Block 78 and that portion of the old railroad grade commencing at the Southeast corner of Lot 2, Block 78, Thence 190.88 feet North  $31^{\circ}03'$  East along the east end of Lot 2, Lot 3, Lot 4 and 2.21 feet of Lot 5, Thence 33.8 feet South  $9^{\circ}09'$  East to the North corner of Lot 1, Block 78, Thence 82.33 feet South  $31^{\circ}03'$  West to the Southwest corner of Lot 1, Block 78, Thence 32.8 feet South  $80^{\circ}51'$  West to the Southeast corner of Lot 2, Block 78, the place of beginning of the Town of Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

**PARCEL 2:**

Lots 2, 3 and 4 in Block 78, of the Town of Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

EXCEPTING FROM parcels 1 and 2 all uranium, thorium, or any other materials which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value reserved by the United States of America, by Patent recorded December 18, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada, Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

EXCEPTING THEREFROM parcels 1 and 2, A parcel of land located in Section 14, Township 18 North, Range 53 East, M.D.B.&M., Eureka Townsite, Eureka County, State of Nevada, being a portion of Lot 1, Block 78, Lot 4, Block 78, and a portion of the Old Railroad Right of Way traversing Block 78 of the Townsite of Eureka, Nevada, according to the Official Map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 1, Block 78, a point being Corner No. 1, the True Point of Beginning:

Thence N  $9^{\circ}09'00''$  W, 101.68 feet along the Easterly line of said Lot 1, Block 78, and the Easterly line of the said portion of the Old Railroad Right of Way traversing Block 78 to Corner No. 2;

Thence S  $31^{\circ}03'00''$  W, 2.21 feet along the Northwesterly line of the said Old Railroad Right of Way traversing Block 78 to Corner No. 3, a point being on the Northerly line of said Lot 4, Block 78;

Thence S  $80^{\circ}51'00''$  W, 3.69 feet along the said Northerly line of Lot 4, Block 78 to Corner No. 4;

Thence S  $6^{\circ}23'40''$  E, 68.44 feet to Corner No. 5;

Thence from a tangent bearing S  $6^{\circ}23'40''$  E, along a curve to the right, with a radius of 30.00 feet, through a central angle of  $63^{\circ}44'21''$ , for an arc length of 33.37 feet to Corner No.



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6;

Thence S 57°20'41" W, 13.98 feet to Corner No. 7, a point on the Southerly line of Said Lot 1, Block 78;

Thence N 80°51'00" E, 39.20 feet along the said Southerly line of Lot 1, Block 78 to Corner No. 1, the point of beginning.

PARCEL 3:

A parcel of land located in Section 14, Township 19 North, Range 53 East, M.D.B.&M., Eureka Townsite, Eureka County, State of Nevada, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 2, Block 78 of the Townsite of Eureka Nevada, according to the Official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, a point being Corner No. 1, the True Point of Beginning:

Thence N 80°51'00" E, 106.44 feet along the Southerly line of said Lot 2, Block 78, and also being along the Southerly line of a portion of the Old Railroad Right of Way traversing Block 78 and the Southerly line of Lot 1, Block 78, of said Townsite of Eureka to Corner No. 2;

Thence S 57°20'41", 26.68 feet to Corner No. 3;

Thence S. 80°51'00" W, 61.87 to Corner No. 4;

Thence N 9°03'00" W, 10.64 feet to Corner No. 1, the point of beginning.



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**MANUFACTURED HOME RIDER  
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

**SCHWEIZERHOF**  
Loan #: 1987441  
PIN: 001-031-07

This Rider is made this 14TH day of MAY, 2010, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **ACADEMY MORTGAGE CORPORATION** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

**300 NOB HILL AVENUE, EUREKA, NV 89316**  
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

**SEE ATTACHED**

Manufactured Home Rider  
6806.11

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1987441

<b>Used</b>	<b>2005</b>	<b>FLEETWOOD HOMES</b>	<b>ENTERTAINER ENTERTAINER</b>
New/Used	Year	Manufacturer's Name	Model Name and Model No.
<b>76 X 30</b>		<b>IDFL504AB27087</b>	<b>IDA218341 / IDA218342</b>
Length X Width		Serial Number	HUD #

B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

*David Schweizerhof* 5/14/10  
- BORROWER - DAVID SCHWEIZERHOF - DATE -



EXHIBIT "A"

PARCEL 1:

All of Lot 1 in Block 78 and that portion of the old railroad grade commencing at the Southeast corner of Lot 2, Block 78, Thence 130.88 feet North  $31^{\circ}03'$  East along the east end of Lot 2, Lot 3, Lot 4 and 2.21 feet of Lot 5, Thence 38.8 feet South  $9^{\circ}09'$  East to the North corner of Lot 1, Block 78, Thence 82.33 feet South  $31^{\circ}03'$  West to the Southwest corner of Lot 1, Block 78, Thence 32.6 feet South  $80^{\circ}51'$  West to the Southeast corner of Lot 2, Block 78, the place of beginning of the Town of Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

PARCEL 2:

Lots 2, 3 and 4 in Block 78, of the Town of Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

EXCEPTING FROM parcels 1 and 2 all uranium, thorium, or any other materials which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value reserved by the United States of America, by Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada, Eureka, Nevada, according to the Official map thereof, filed in the office of the County Recorder, Eureka County, State of Nevada.

EXCEPTING THEREFROM parcels 1 and 2, A parcel of land located in Section 14, Township 19 North, Range 53 East, M.D.B.&M., Eureka Township, Eureka County, State of Nevada, being a portion of Lot 1, Block 78, Lot 4, Block 78, and a portion of the Old Railroad Right of Way traversing Block 78 of the Township of Eureka, Nevada, according to the Official Map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, more particularly described as follows:

Beginning at the Southeastern corner of said Lot 1, Block 78, a point being Corner No. 1, the True Point of Beginning:

Thence N  $9^{\circ}09'00''$  W, 101.68 feet along the Easterly line of said Lot 1, Block 78, and the Easterly line of the said portion of the Old Railroad Right of Way traversing Block 78 to Corner No. 2;

Thence S  $31^{\circ}03'00''$  W, 2.21 feet along the Northwesternly line of the said Old Railroad Right of Way traversing Block 78 to Corner No. 3, a point being on the Northerly line of said Lot 4, Block 78;

Thence S  $80^{\circ}51'00''$  W, 3.69 feet along the said Northerly line of Lot 4, Block 78 to Corner No. 4;

Thence S  $6^{\circ}23'40''$  E, 68.44 feet to Corner No. 5;

Thence from a tangent bearing S  $6^{\circ}23'40''$  E, along a curve to the right, with a radius of 30.00 feet, through a central angle of  $63^{\circ}44'21''$ , for an arc length of 33.37 feet to Corner No.



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6;

Thence S 57°20'41" W, 13.96 feet to Corner No. 7, a point on the Southerly line of Said Lot 1, Block 78;

Thence N 80°51'00" E, 39.20 feet along the said Southerly line of Lot 1, Block 78 to Corner No. 1, the point of beginning.

PARCEL 3:

A parcel of land located in Section 14, Township 19 North, Range 63 East, M.D.B.&M., Eureka Townsite, Eureka County, State of Nevada, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 2, Block 78 of the Townsite of Eureka Nevada, according to the Official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, a point being Corner No. 1, the True Point of Beginning:

Thence N 80°51'00" E, 106.44 feet along the Southerly line of said Lot 2, Block 78, and also being along the Southerly line of a portion of the Old Railroad Right of Way traversing Block 78 and the Southerly line of Lot 1, Block 78, of said Townsite of Eureka to Corner No. 2;

Thence S 57°20'41", 26.88 feet to Corner No. 3;

Thence S. 80°51'00" W, 81.97 to Corner No. 4;

Thence N 9°09'00" W, 10.64 feet to Corner No. 1, the point of beginning.



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**NEVADA HOUSING DIVISION  
TAX-EXEMPT FINANCING RIDER  
(to Deed of Trust)**

**SCHWEIZERHOF**  
Loan #: 1987441

THIS TAX-EXEMPT FINANCING RIDER is made this 14<sup>TH</sup> day of MAY, 2010 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to: **ACADEMY MORTGAGE CORPORATION** ("Lender") of the same date and covering the property described in the Security Instrument and located at: **300 NOB HILL AVENUE, EUREKA, NV 89316.**

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

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for assuring compliance by the Borrower with the provisions of this Tax-Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument if:

(a) All or part of the Property is sold or otherwise transferred by Borrower to a purchaser or other transferee:

(i) Who cannot reasonably be expected to occupy the property as a principal residence within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or

(ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143 (d)(1); or

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(iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or

(iv) Who has a gross family income in excess of the applicable percentage of applicable median family income as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of Lender or its successors or assigns described at the beginning of this Tax-Exempt Financing Rider, or

(c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the 1986 Internal Revenue Code as amended in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions of this Tax-Exempt Financing Rider.

*David Schweizerhof* 5/14/10  
- BORROWER - DAVID SCHWEIZERHOF - DATE -

