

ASSUMPTION OF DEED OF TRUST AGREEMENT

(Release of Original Trustor)

WHEREAS, Clark County (hereinafter “TRUSTEE”), by and through its Community Resources Management Division, Department of Finance (hereinafter “BENEFICIARY”), along with Vista Creek Apartments, LLC, a Nevada limited liability company (hereinafter “ORIGINAL TRUSTOR”), executed that certain Amended Deed of Trust, dated as of October 29, 2010, and recorded on December 13, 2010, within Clark County, Nevada Recorder’s Office as Instrument No. 201012130002691 (hereinafter “Deed of Trust”).

WHEREAS, the Deed of Trust secured ORIGINAL TRUSTOR’s obligations and indebtedness to TRUSTEE, for a sum of FIVE HUNDRED TWENTY-FIVE THOUSAND AND ZERO CENTS (\$525,000.00), as evidenced by that certain Third Amendment to the Agreement to Loan Home Investment Partnership (“HOME”) and/or Low-Income Housing Trust Fund (“LIHTF”) Program Funds to Vista Creek Apartments, LLC, dated March _____, 2025, (the “Third Amended HOME Agreement”); and that certain Second Amended Promissory Note, in the principal amount of \$525,000.00, dated on or about March _____, 2025 (“Second Note”).

WHEREAS, said ORIGINAL TRUSTOR has transferred and assigned all rights and obligations under the Third Amended HOME Agreement and Second Note to Vista Creek by Vintage, LP, as Nevada limited partnership (hereinafter “NEW TRUSTOR”), NEW TRUSTOR has agreed to assume and perform upon all said rights and obligations, and TRUSTEE is willing to accept said assignment, assumption, and release of ORIGINAL TRUSTOR.

THEREFORE, for and in contemplation of the premises and other good and valuable consideration, the undersigned NEW TRUSTOR hereby assumes and agrees to pay the indebtedness evidenced by the aforementioned Deed of Trust, Third Amended HOME Agreement, and Second Note, and perform all of the obligations provided therein; it being agreed, and understood, that the indebtedness, interest rate, and monthly payments shall all be performed upon as provided for in the Third Amended HOME Agreement.

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the undersigned has/have duly executed and delivered this Assumption of Deed of Trust Agreement as of this ____ day of _____, 2025.

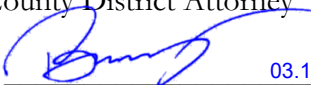
Trustee:

CLARK COUNTY, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Kevin Schiller
Title: County Manager

APPROVED AS TO FORM ONLY:

STEVEN B. WOLFSON
Clark County District Attorney

By:  _____ 03.11.2025
Brandon M. Thompson
Deputy District Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK)

On _____, 2025, before me, _____,
Notary Public, personally appeared Kevin Schiller, 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 of Notary Public (Seal)