APN: 0923-05-000-001

Prepared by: **NowLine** 

PO Box 5943

Sioux Falls, SD 57117-5943

Return to:

**NowLine** 

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Sioux Falls, SD 57117-5943

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REQUESTED BY

MARQUIS TITLE & ESCROW nougl AS COUNE

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WERNER CHRISTEN RECORDER

## OPEN-END NEVADA DEED OF TRUST

Arn		The state of the s	The state of the s	
Initial Loan Advance \$ 5,000.00				
This DEED OF TRUST, made this 16	day of October	, 2003	, between	
Donald W House And Janet M House				
Husband And Wife As Joint Tenants		as TRUSTOR, w	hose address	
is 1- Four Place Lane	Wellington	NV_	;	
	a Neva	da corporation, as TRI	USTEE; and	
NowLine, organized under the laws of So	outh Dakota, whose addre	ess is 3201 N. 4th Ave.,	Sioux Falls,	
SD 57104, as BENEFICIARY,				
WITNESSETH: That Trustor hereby gra	ents, conveys, and confirm	is unto Trustee in Trust	t, with Powe	
of Sale, for the benefit of the Beneficiary t			<u>RDNERVILL</u> E	
	ate of Nevada, described a			
The description of the property is on a s	separate addendum attach	ed to this Mortgage/De	ed of Trust,	
which description is part of the Mortgage/Deed of Trust.				

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a Credit Card Account Agreement (hereinafter referred to as "Account Agreement") of even date herewith, in the sum stated above as "Initial Loan Advance," as well as any and all future loan advances which may be made by Beneficiary to Trustor pursuant to the terms of the Account Agreement, and the balance of said Account Agreement is payable in monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable. The maximum principal amount of the unpaid balance of said Account Agreement that is secured by this Open-End Deed of Trust is \$200,000.

This Open-End Deed of Trust is governed by Nevada Revised Statutes sections 106.300 through 106.400 inclusive.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

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Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by

law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

in witness whereof, trustor, has executed the above a	nd foregoing the day and year first above written.			
	Trustor: Janet M. Janes			
(Type Name) Donald W House	(Type Name) Janet M House			
STATE OF NEVADA ) ss				
COUNTY OF COISON	<			
On Octobel 16, 2003 before me, the under State, personally appeared Donald W House	rsigned a Notary Public in and for said County and			
And Janet M House	known to me to be the person(s) described in and			
who executed the foregoing instrument, who acknow freely and voluntarily and for the associated purposes the last and purposes the last and the last and last and the last and	wledged to me he, she or they executed the same nerein mentioned.			
DO NOT R	ECORD			
REQUEST FOR FULL RECONVEYANCE  To be used only when note has been paid.				
To Trustee:	Dated:			
The undersigned is the legal owner and holder of Trust. All sums secured by said Deed of Trust I hereby requested and directed, on payment to you Deed of Trust, to cancel all evidences of indebted you herewith together with said Deed of Trust, a designated by the terms of said Deed of Trust, the	of any sums owing to you under the terms of said ness, secured by said Deed of Trust, delivered to nd to reconvey, without warranty, to the parties			
Mail Reconveyance To:				
Δ	NowLine			
	By: (authorized signature)			

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The land referred to herein is situate in Douglas County, State of Nevada, and is described as follows:

Township 9 North, Range 23 East, M.D.B. & M., Section 5, Southwest 1/4 of Southwest 1/4

TOGETHER WITH a non-exclusive easement for ingress and egress 60 feet wide as granted by Quitclaim Deed executed by Everett Temme recorded July 10, 1992, in Book 792, Page 1634, as Document No. 283153.

Assessor's Parcel No. 0923-05-000-001

