ADK 1420-07-816-021 Prepared by: NowLine PO Box 5943 Sioux Falls, SD 57117-5943 Return to: NowLine PO Box 5943 Sioux Falls, SD 57117-5943

DOC08/15/2006 10:26 AM OFFICIAL RECORD Requested By: MARQUIS TITLE & ESCROW

> Douglas County - NV Werner Christen - Recorder

1  $\mathbf{of}$ 13 Fee: 16.00

BK-0806

PG- 5611 RPTT: 0.00



## OPEN-END NEVADA DEED OF TRUST

APN 1420-07-816-021 Initial Loan Advance \$ 0.00

250320

This DEED OF TRUST, made this 8 day of AUGUST, 2006	, between
GARY Y YASUMOTO	and
	\
A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY	as TRUSTOR
whose address is 3400 SUNRIDGE CT	
CARSON CITY, NV 89705	/
FIRST AMERICAN LENDERS ADVANTAGE	

a Nevada corporation, as TRUSTEE; and NowLine, organized under the laws of South Dakota, whose address is 3201 N. 4th Ave., Sioux Falls, SD 57104, as BENEFICIARY,

WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of CARSON CITY, County of **DOUGLAS**, State of Nevada, described as follows:

The description of the property is on a separate addendum attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

> THIS DOCUMENT IS RECORDED AS AN ACCOMMODISTION AND WITHOUT LIABILITY FOR THE CONSIDERATION THE SECONE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY HAVOLVED :

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 \$ <u>10,000</u>.00.

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

NV-0965NGWLINE-0905 (ROC)

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.

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 and foregoing the day and year first above written.

Trustor:	<u>ss</u>	Trustor:	
(Type Name) (	SARY Y YASUMOTO	(Type Name)	
STATE OF	Nevada		
COUNTY OF	Washoe	) \$s	

On AUGUST 8, 2006 before me, the undersigned a Notary Public in and for said County and State, personally appeared GARY Y YASUMOTO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me he, she or they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal. (Seal)

Notary Public



MARK D. ROPP Notary Public - State of Nevada Appointment Recorded in Washoe County No: 04-91613-2 - Expires July 20, 2008

NV-0965NOWLINE-0905 (ROC)

0806 BK-5612 PG-08/15/2006

Page 2 of 2

0682202

## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, AUGUST 8, 2006, GARY Y YASUMOTO, mortgagor(s):

Legal description:

EXHIBIT "A"

The land referred to in this policy is situated in the STATE OF NEVADA, COUNTY OF DOUGLAS, and described as follows:

ALL THAT REAL PROPERTY SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA, SPECIFICALLY DESCRIBED AS FOLLOWS:

LOT 23, BLOCK O, AS SET FORTH ON FINAL MAP NO. 1001-8 OF SUNRIDGE HEIGHTS, PHASES 7B & 9, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICER OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 5, 1995, IN BOOK 996, PAGE 310 AS DOCUMENT NO. 369825, AND BY CERTIFICATE OF AMENDMENT RECORDED AUGUST 14, 1996, IN BOOK 896, PAGE 2588, AS DOCUMENT NO. 394289.

APN:1420-07-816-021

NA-1492NOWLINE-1205 (ROC)

BK- 0806 PG- 5613 Of 3 08/15/2006