06/28/2007 03:04 PM Deputy: OFFICIAL RECORD Requested By: MARQUIS TITLE & ESCROW

APN	1220-1	15-21	10-023

Douglas County - NV Werner Christen - Recorder

BK-0607

0f 4 Fee:

PG- 9351 RPTT:

17.00

0.00

Recording Requested By:

Name

NowLine

Address

PO Box 5943

City/State/Zip Sioux Falls, SD 57117-5943

270098 TO

Open-End Nevada Deed of Trust (Title of Document)

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: (Law).

This page is added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees apply) This cover page must be typed or printed.

NV-3699NOWLINE-1206 (ROC)

Prepared by: **NowLine** PO Box 5943 Sioux Falls, SD 57117-5943 Return to: NowLine PO Box 5943 Sioux Falls, SD 57117-5943

OPEN-END NEVADA DEED OF TRUST

APN 1220-15-210-023 Initial Loan Advance \$ 0.00

This DEED OF TRUST, made this 20 day of JUNE, 2007 between SEAN M. LEONARD CYNTHIA J. LEONARD as TRUSTOR, **HUSBAND AND WIFE AS JOINT TENANTS** whose address is 1407 S RIVERVIEW DR GARDNERVILLE, NV 894600000 UNITED GENERAL TITLE COMPANY

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 GARDNERVILLE, County of **DOUGLAS**, State of Nevada, described as follows:

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 \$ 11,000.00

This Open-End Deed of Trust is governed by Nevada Revised Statutes sections 106.300 through 106,400 inclusive

NV-0965NOWLINE-0905 (ROC)

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9352



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 for egging the day and year first above written.

(Type Name) SEAN M. LEONARD

Trustor: (MY) (MY) (Type Name) CYNTHIAJ. (EONARD

STATE OF

Nevada

_/)SS

COUNTY OF

Washoe

On <u>JUNE 20, 2007</u> before me, the undersigned a Notary Public in and for said County and State, personally appeared <u>SEAN M. LEONARD AND CYNTHIA J. LEONARD, HUSBAND AND WIFE AS JOINT TENANTS</u> 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

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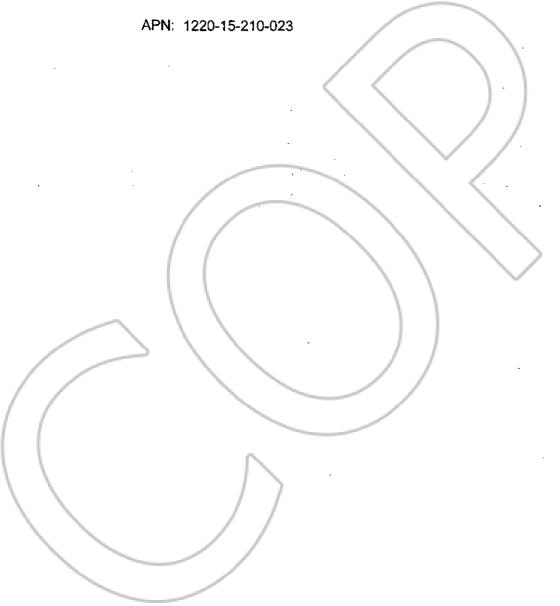


EXHIBIT "A"

LEGAL DESCRIPTION

The Land referred to in this policy is situate in the State of Nevada, DOUGLAS County and is described as follows:

Lot 102, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 1, 1965, in Book 31, at Page 686, as Document No. 28309 and Amended Title Sheet recorded on June 4, 1965, in Book 32, at Page 797, as Document No. 28377.



BK- 060 PG- 935