03/03/2008 03:05 PM Deputy: OFFICIAL RECORD Requested By: US RECORDINGS INC - Assessor's Parcel Number: 1022 - 18 - 002 - 021 Prepared By: Douglas County - NV Werner Christen - Recorder First American 17.00 Page: 1100 Superior Avenue 0.00 PG- 0447 RPTT: Suite 210 BK-0308 Cleveland, OH 444114

Return To (name and address):

U.S. Recordings, Inc. 2925 Country Drive, Suite 201 ST.Paul, MN 55117

-State of Nevada-ALS#:

----- Space Above This Line For Recording Data DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 02/07/2008. ...... The parties and their addresses are: GRANTOR:

ROGER D. GRIGGS AND LYNNE K. GRIGGS, AS TRUSTEES OF THE GRIGGS REVOCABLE INTE

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: U.S. Bank Trust Company National Association

111 S.W. Fifth Ave Suite 3500

Portland, OR 97204

LENDER:

U.S. Bank National Association N.D.

4355 17th Avenue, S.W.

Fargo, ND 58103

CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property (if property description is in metes and bounds the name and mailing address of the person who prepared the legal description must be included):

The real estate deed of trust herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by referance.

NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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The property is located in DOU	GLAS at 3284.	Highland Way	
<b>v</b>	(County)		and the second
	GARDNERVILLE	Nevada	39410
(Address)	(City)	(	(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

- 4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower's Name(s): ROGER GRIGGS AND LYNNE GRIGGS Trustees

Note Date: 02/07/2008 Maturity Date: 02/18/2033

Principal/Maximum Line Amount: 250,000.00

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Grantor's principal dwelling that is created by this Security Instrument.

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	5. MASTER MORTGAGE. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master Mortgage (Master Mortgage), inclusive, dated 11/02/2007.1:19.pm			
	SIGNATURES By the Life Court of the and source appreciate this			
SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this				
	Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this			
	Security Instrument on the date stated on page 1 and a copy of the provisions contained in the			
	previously recorded Master Mortgage.			
<u></u>	(Signature) ROGER D. GRIGGS (Date) (Signature) LYNNE K. GRIGGS (Date)			
	STATE OF COUNTY OF THE CRIGGS REVOCABLE INTER			
	My commission expires. AUMAN (1970)			

ALLYSON COLATO
Photary Public, State of Nevada
Appointment No. 05-98651-5
My Appl. Expires Aug 29, 2009

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 Form USBOCPSFDTNV 9/13/2006

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(Title and Rank)

## EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

LOT 52, BLOCK A, AS SHOWN ON THE MAP OF HOLBROOK HIGHLANDS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 22, 1978, AS DOCUMENT NUMBER 18825.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ROGER D. GRIGGS AND LYNNE K. GRIGGS, AS TRUSTEES OF THE GRIGGS REVOCABLE INTER VIVOS TRUST DATED OCTOBER 21, 1992 FROM CRAIG LYNN LODATO, AN UNDIVIDED 1/3RD INTEREST AND CRAIG LODATO, TRUSTEE OF THE JOSEPH S. LODATO TRUST FOURTH AMENDMENT DATED MAY 18, 1993 AS TO THE REMAINDER BY DEED DATED 03/20/01 AND RECORDED 04/20/01 IN INSTRUMENT NO. 0512675, PAGE N/A IN THE LAND RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1022-18-002-021 ROGER D. GRIGGS AND LYNNE K. GRIGGS, AS TRUSTEES OF THE GRIGGS REVOCABLE INTER VIVOS TRUST DATED OCTOBER 21, 1992

3284 HIGHLAND WAY, GARDNERVILLE NV 89410 Loan Reference Number : 20080141343121

First American Order No: 13852662

Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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DEED OF TRUST

US Recordings