

181

OFFICIAL RECORD
Requested By:
U S RECORDINGS INC

Assessor's Parcel Number: 1220-17-515-026

Prepared By:
First American
1100 Superior Avenue
Suite 210
Cleveland, OH 44114

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-0608 PG- 551 RPTT: # 0



Recording Requested by & Return To:
US Recordings, Inc.
w/ Intellihub Solutions and Services
11751 Interchange Drive, Suite B
Louisville, KY 40229

Space Above This Line For Recording Data

ALS# [REDACTED] DEED OF TRUST 45515361
(With Future Advance Clause)

- 1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 05/02/2008. The parties and their addresses are:

GRANTOR:
JAMES THOMAS AND BARBARA THOMAS, HUSBAND AND WIFE

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

- 2. 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 reference.

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..... and recorded as Recording Number N/A..... or Instrument Number 0712436..... in Book 1107..... at Page(s) 740..... in the DOUGLAS..... County, Nevada, County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Mortgage was recorded.

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.

.....
 (Signature) JAMES THOMAS (Date) Barbara Thomas 5/2/08
 (Signature) BARBARA THOMAS (Date)

ACKNOWLEDGMENT:
 STATE OF Nevada, COUNTY OF Douglas } ss.
 This instrument was acknowledged before me this 2nd day of May 2008.
 (Individual) by JAMES THOMAS AND BARBARA THOMAS, husband and wife
 My commission expires: 2/13/10

.....
 (Notary Public)
 Notary Public
 (Title and Rank)
 Brynn Bertucci



The property is located in DOUGLAS at 967 OLD NEVADA WAY
(County)
GARDNERVILLE, Nevada 89460
(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").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 241,400.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
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): JAMES THOMAS AND BARBARA THOMAS

Note Date: 05/02/2008

Maturity Date: 05/01/2033

Principal/Maximum Line Amount: 241,400.00

- 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.

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.

(page 2 of 3)

1994 Wolters Kluwer Financial Services - Bankers Systems*
Form USBOCPSFD TNV 9/13/2006

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BK- 0608
PG- 553

EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

ALL THAT REAL PROPERTY SITUATE IN SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM, DOUGLAS COUNTY, NEVADA FURTHER DESCRIBED AS BEING ADJACENT TO LOT 175 AS SHOWN ON THAT FINAL MAP NUMBER LDA 00-027 FOR PLEASANTVIEW SUBDIVISION PHASE 9, BLOCK "A", AS RECORDED IN BOOK 0901, PAGE 3761, AS DOCUMENT NUMBER 522892 IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, CERTIFICATE OF AMENDMENT IN BOOK 0202, PAGE 4226, DOCUMENT NUMBER 534615, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17, SOUTH 45 DEGREES 20 MINUTES 15 SECONDS WEST, A DISTANCE OF 784.55 FEET TO THE SOUTHWEST CORNER OF LOT 175 IN BLOCK A, AS SHOWN ON SAID FINAL MAP, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF OLD NEVADA WAY AS SHOWN ON SAID FINAL MAP AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY SOUTH 70 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 179.35 FEET ALONG THE SOUTH LINE OF SAID LOT 175 IN BLOCK A TO A POINT ON THE WESTERLY RIGHT OF WAY OF DRAYTON BOULEVARD AS SHOWN ON SAID FINAL MAP;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY OF DRAYTON BOULEVARD SOUTH 20 DEGREES 00 MINUTES 00" SECONDS WEST, A DISTANCE OF 107.79 FEET;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 179.35 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY OF OLD NEVADA WAY;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 20 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.79 FEET

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EXHIBIT A
(continued)

TO THE SOUTHWEST CORNER OF SAID LOT 175 AND THE TRUE POINT OF BEGINNING.

REFERENCE IS MADE TO LOT 176 AS SET FORTH ON THAT RECORD OF SURVEY RECORDED JUNE 16, 2005, AS DOCUMENT NUMBER 646960.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES THOMAS AND BARBARA THOMAS, HUSBAND AND WIFE FROM GREGORY C. LYNN AND SUZANNE TOWSE, TRUSTEES OF THE 1995 GREGORY C. LYNN AND SUZANNE TOWSE TRUST AGREEMENT DATED MAY 16, 1995 BY DEED DATED 07/06/05 AND RECORDED 07/05/06 IN BOOK 0706, PAGE 1191 IN THE LAND RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1220-17-515-026
JAMES THOMAS AND BARBARA THOMAS, HUSBAND AND WIFE, AS JOINT TENANTS

967 OLD NEVADA WAY, GARDNERVILLE NV 89460
Loan Reference Number : 20080991332570
First American Order No: 14532815
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



U45515361-01F805

DEED OF TRUST

US Recordings

