

OFFICIAL RECORD  
Requested By:  
U S RECORDINGS INC

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 of 4 Fee: 17.00  
BK-0908 PG- 3316 RPTT: # 0



Assessor's Parcel Number: 1221-19-001-006  
Prepared By:  
First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 444114

Return To (name and address):  
U.S. Recordings, Inc.  
2925 Country Drive, Suite 201  
ST. Paul, MN 55117  
75189153

State of Nevada \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

ALS#: ~~XXXXXXXXXX~~ DEED OF TRUST  
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 08/15/2008.....  
The parties and their addresses are:

GRANTOR: JERRY T. SPIVEY AND JUDITH R. SPIVEY, TRUSTEES OF THE Jerry T.  
and Judith R. Spivey Family Trust dated May  
6, 1996.

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.

(page 1 of 3)  
38327074

The property is located in DOUGLAS ..... at 763 BUCKSKIN LN .....  
(County)  
..... GARDNERVILLE ..... Nevada 89410 .....  
(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 \$ 122,936.00 ..... 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): JERRY SPIVEY AND JUDITH SPIVEY

Note Date: 08/15/2008

Maturity Date: 09/10/2033

Principal/Maximum Line Amount: 122,936.00

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.

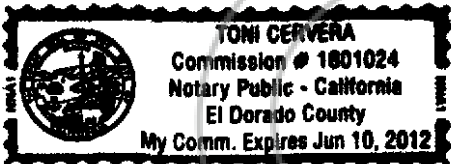
5. MASTER MORTGAGE. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master Mortgage (Master Mortgage), inclusive, dated 11/02/2007.1:19.p.m..... and recorded as Recording Number N/A..... or Instrument 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.

*Jerry T. Spivey*  
 (Signature) JERRY T. SPIVEY, TRUSTEE (Date) .....  
*Judith R. Spivey*  
 (Signature) JUDITH R. SPIVEY, TRUSTEE (Date) .....

ACKNOWLEDGMENT:  
 STATE OF California....., COUNTY OF El Dorado.....  
 This instrument was acknowledged before me this 15 day of August 2008  
 (Individual) by JERRY SPIVEY AND JUDITH SPIVEY TRUSTEES OF THE JERRY T. SPIVEY  
 My commission expires: .....

*Toni Cervera*  
 (Notary Public)  
 notary Public  
 (Title and Rank) Toni Cervera



\* Judith R. Spivey Family TRUST  
 dated May 6, 1996.

EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

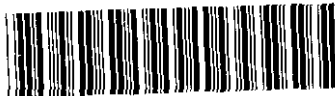
SITUATE IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. AND M, AS FOLLOWS:

PARCEL 4-C, AS SET FORTH ON THE PARCEL MAP NUMBER 2 FOR WALTER M. LEE, ET AL, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 29, 1986, IN BOOK 1286, PAGE 3301, DOCUMENT NUMBER 147387, OFFICIAL RECORDS.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JERRY T. SPIVEY AND JUDITH R. SPIVEY, TRUSTEES OF THE JERRY T. AND JUDITH R. SPIVEY FAMILY TRUST DATED MAY 6, 1996 FROM JERRY SPIVEY AND JUDY SPIVEY, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP BY DEED DATED 03/10/06 AND RECORDED 05/02/06 IN BOOK 0506, PAGE 781 IN THE LAND RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1221-19-001-006  
JERRY T. SPIVEY AND JUDITH R. SPIVEY, TRUSTEES OF THE JERRY T. AND JUDITH R. SPIVEY FAMILY TRUST DATED MAY 6, 1996

763 BUCKSKIN LANE, GARDNERVILLE NV 89410  
Loan Reference Number : 20082111752050  
First American Order No: 38327074  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



\*U00296170\*

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BK- 0908  
PG- 3319  
0730098 Page: 4 Of 4 09/17/2008