10/13/2008 12:33 PM Deputy:

OFFICIAL RECORD Requested By: U S RECORDINGS INC

Douglas County - NV Karen Éllison - Recorder

Of. Page: 4 BK-1008 PG- 1651 RPTT: 17.00 0.00

Fee:

Assessor's Parcel Number: 1420-06-301-017

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 75215588

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 09/17/2008...... 

GRANTOR:

CHARLES M. SANICOLA AND NANCY P. SANICOLA, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP

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) 1994 Wolters Kluwer Financial Services - Bankers Systems\* Form USBOCPSFDTNV 9/13/2006

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The property is located in DOU	GLAS at 3	3666 SUMMERHILL ROAD 🦽	<u>.</u>
1 1 3	(County)		\
***************************************	CARSON CITY	Nevada 89705	
(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").

- 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.
- 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): CHARLES M. SANICOLA AND NANCY P. SANICOLA

Note Date: 09/17/2008

Maturity Date: 09/17/2033

Principal/Maximum Line Amount: 100,000.00

- 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.

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 and
recorded as Decending Number N/A or Instrument Number
0712436 in Book 1107 at
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.
1550 GOL.
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.
Charles Carole 9-17-08 Nancy P. Danieva 9-17-08
Moreta Laceoff
(Signature)CHARLES M. SANICOLA (Date) (Signature)NANCY P. SANICOLA (Date)
ACKNOWLEDGMENT:
STATE OF MONICAL COUNTY OF A CALLY SS.
This instrument was acknowledged before me this day of
STATE OF COUNTY OF COUNTY OF SS.  This instrument was acknowledged before me this day of CHARLES M. SANICOLA AND NANCY P. SANICOLA COUNTY OF CHARLES M. SANICOLA AND NANCY P. SANICOLA COUNTY OF COU
My commission expires: Februar 12, 2012
LINDA DENTON (Notary Public)
No tily
(Title and Rank)
(The and Kank)
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
West Denion
Appointment No. 04-84804-81
The state of the s

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## EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

PARCEL "B" OF THAT CERTAIN PARCEL MAP FOR RENEE L. MARTIN, BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTH 1/2 OF LOT 1, SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, M. D. B. AND M., RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 24, 1979, AS DOCUMENT NUMBER 34754.

Permanent Parcel Number: 1420-06-301-017 CHARLES M. SANICOLA AND NANCY P. SANICOLA, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP

3666 SUMMERHILL ROAD, CARSON CITY NV 89705 Loan Reference Number : 20082521214360 First American Order No: 38707578 Identifier: FIRST AMERICAN LENDERS ADVANTAGE



<sub>\$UB9311675</sub>\* 6650 10/6/2008 75215588/1

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