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Assessor's Parcel Number: 1320-23-001-008
Prepared By:
First American
1100 Superior Avenue
Suite 210
Cleveland, OH 44114

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-1008 PG- 4170 RPTT: 0.00



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

State of Nevada _____ Space Above This Line For Recording Data _____

ALS#: 512107060

DEED OF TRUST
(With Future Advance Clause)

This is a home loan as defined in NRS 598D.040 and it is subject to the provisions of Section 152 of the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. Section 1602(aa), and the regulations adopted by the Board of Governors of the Federal Reserve System pursuant thereto, including, without limitation, 12 C.F.R. Section 226.32.

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 09/30/2008
..... The parties and their addresses are:

GRANTOR:
DOMINIQUE BERHAN AND GRACE BERHAN, CO-TRUSTEES *of the Berhan Family 2000 Trust*

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 is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in DOUGLAS at 1985 EAST VALLEY ROAD
 (County)
MINDEN, Nevada 89423
 (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 \$ 50,000.00. 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. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower's Name(s): DOMINIQUE BERHAN AND GRACE BERHAN

Note	Maturity	Principal/Maximum	
Date: 09/30/2008	Date: 09/30/2038	Line Amount:	50,000.00

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 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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

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 1:20 pm and recorded as Recording Number N/A or Instrument Number 0712437 in Book 1107 at Page(s) 747 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.

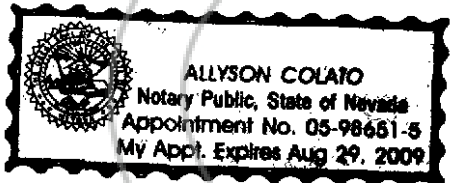
SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Mortgage.

..... *Dominique Berhan* ^{to trustee} *Grace Berhan* ⁹⁻³⁰⁻⁰⁸ *9-30-08*
 (Signature) DOMINIQUE BERHAN, CO-TRUSTEE (Signature) Grace Berhan (Date)

ACKNOWLEDGMENT:

STATE OF Nevada, COUNTY OF Douglas
 This instrument was acknowledged before me this 30 day of September 2008 } ss.
 (Individual) by DOMINIQUE BERHAN AND GRACE BERHAN Trustees of the Berhan
 My commission expires: Aug. 29, 2009

Allyson Colato
 (Notary Public) Allyson Colato
notary public
 (Title and Rank)

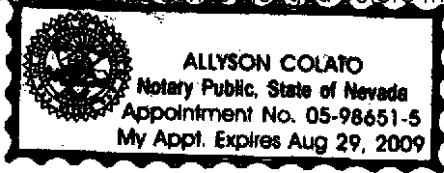


* Family 2000 Trust

All states except California

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on this 30 day of September 2008 by



Dominique & Grace Berhan

Notary Public for Nevada

My commission expires: August 29, 2009

For Use if the Trust Contains Community Property Assets
SPOUSAL CONSENT

I, _____, being the spouse of the above-named Trustor of the _____ Trust, hereby acknowledge that I may have a community property interest in assets that have been transferred to the above-named Trust and hereby (i) confirm and ratify the creation of the Trust and the transfer of community property assets to the Trust, (ii) consent to Trustor signing above and to all acts to be performed by the Trustor and Trustee by virtue of this Direction to Trustee, (iii) confirm and ratify all that Trustor and Trustee have already done which could have been authorized by this Consent, and (iv) agree that the foregoing actions and authority will benefit the community composed of Trustor and myself.

Spouse

Date

STATE OF _____)
County of _____) ss.

Signed or attested before me on this _____ day of _____ 20____, by

Notary Public for _____

My commission expires: _____



EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

A PARCEL OF LAND SITUATED IN AND BEING A PORTION OF THE NORTH 1/2 OF SECTION 23, IN TOWNSHIP 13 NORTH RANGE 20 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 28-C AS SET FORTH ON THAT CERTAIN PARCEL MAP TWO 1 FOR ROBERT L. BURNS RECORDED MAY 3, 1982, IN BOOK 582, OF OFFICIAL RECORDS, AT PAGE 13, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NUMBER 67413 AND CERTIFICATE OF AMENDMENT RECORDED OCTOBER 28, 1992, BOOK 1092, PAGE 4845, DOCUMENT NUMBER 291770 OF OFFICIAL RECORDS.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITIES OVER AND ACROSS THE WEST 40 FEET AND THE NORTH 25 FEET OF SAID LAND.

SAID LAND BEING A PORTION OF PARCEL NUMBER 28, AS SET FORTH ON THAT CERTAIN RECORD OF SURVEY FOR NEVIS INDUSTRIES, INC., FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 23, 1980, AS DOCUMENT NUMBER 51917, OF OFFICIAL RECORDS.

TOGETHER WITH ALL THOSE CERTAIN ACCESS AND UTILITY EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN RECORD OF SURVEY FOR NEVIS INDUSTRIES, INC., FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY NEVADA ON DECEMBER 23, 1980, AS DOCUMENT NUMBER 51917. EXCEPT THEREFROM ALL THAT PORTION OF SAID ACCESS AND UTILITY EASEMENTS AFFECTING THE HERE-IN-ABOVE DESCRIBED PARCEL OF LAND.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DOMINIQUE BERHAN AND GRACE BERHAN, CO-TRUSTEES OF THE BERHAN FAMILY

38742888

EXHIBIT A
(continued)

2000 TRUST FROM DOMINIQUE BERHAN AND GRACER BERHAN, AS JOINT
TENANTS WITH RIGHT OF SURVIVORSHIP BY DEED DATED 11/22/04
AND RECORDED 11/23/04 IN BOOK 1104, PAGE 10983 IN THE LAND
RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1320-23-001-008
DOMINIQUE BERHAN AND GRACE BERHAN, CO-TRUSTEES OF THE BERHAN FAMILY
2000 TRUST

1985 EAST VALLEY ROAD, MINDEN NV 89423
Loan Reference Number : 20082541800051
First American Order No: 38742888
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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