

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-1108 PG- 1617 RPTT: 0.00



Assessor's Parcel Number: 1219-10-002-049

Prepared By:  
First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 44414

Return To (name and address):

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

State of Nevada <sup>75251506</sup> Space Above This Line For Recording Data

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

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 10/15/2008.....  
..... The parties and their addresses are:

GRANTOR:  
SHIRLEY M. BOYD, TRUSTEE OF THE Charles I. and  
Shirley Mae Boyd 1997 Trust dated November 10, 1997.

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.

The property is located in DOUGLAS at 1005 LAKESIDE DR  
(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 \$ 250,000.00. 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. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower's Name(s): SHIRLEY BOYD

Note Date: 10/15/2008

Maturity Date: 10/14/2033

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.

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.



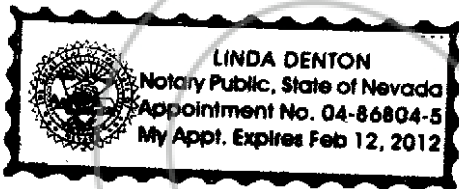
5. MASTER MORTGAGE. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master Mortgage (Master Mortgage), inclusive, dated 11/02/2007 1:19 pm..... and recorded as Recording Number N/A..... or Instrument 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.

*Shirley M. Boyd 10/15/08*  
 (Signature) SHIRLEY M. BOYD, TRUSTEE (Date) (Signature) (Date)

ACKNOWLEDGMENT:  
 STATE OF *Nevada*..... COUNTY OF *Douglas*..... } ss.  
 This instrument was acknowledged before me this *15* day of *October*, 2008  
 (Individual) by SHIRLEY BOYD..... *Trustee of the Charles F. and Shirley M. Boyd Trust*.....  
 My commission expires: .....

*[Signature]*  
 (Notary Public)  
*Linda Denton*  
 (Title and Rank)  
 Linda Denton



\* F97 Trust dated November 10, 1997

EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

LOT 1, IN BLOCK B, AS SHOWN ON THE OFFICIAL MAP OF SIERRA RANCHO ESTATES UNIT NUMBER 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 23, 1978, IN BOOK 878, PAGE 1963, AS DOCUMENT NUMBER 24464.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO SHIRLEY M. BOYD, SUCCESSOR TRUSTEE OF THE CHARLES I. AND SHIRLEY MAE BOYD 1997 TRUST DATED NOVEMBER 10, 1997 FROM SHIRLEY M. BOYD, A WIDOW BY DEED DATED 09/26/03 AND RECORDED 10/14/03 IN INSTRUMENT NO. 0593493, PAGE N/A IN THE LAND RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1219-10-002-049  
SHIRLEY M. BOYD, SUCCESSOR TRUSTEE OF THE CHARLES I. AND SHIRLEY MAE BOYD 1997 TRUST DATED NOVEMBER 10, 1997

1005 LAKESIDE DRIVE, GARDNERVILLE NV 89460  
Loan Reference Number : 20082811147570  
First American Order No: 39008639  
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



\*U00333782\*

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