



#1220-24-501-053

Prepared by:
NowLine
PO Box 5943
Sioux Falls, SD 57117-5943

Return to:
NowLine
PO Box 5943
Sioux Falls, SD 57117-5943

5750051

OPEN-END NEVADA DEED OF TRUST

APN 1220-24-501-053
Initial Loan Advance \$ 0.00

This DEED OF TRUST, made this 8 day of DECEMBER, 2008, between
JAMES B BOOTH and
WENDY A BOOTH,
HUSBAND AND WIFE, AS JOINT TENANTS as TRUSTOR,
whose address is 1971 PINTO CIR
GARDNERVILLE, NV 89410
FIRST AMERICAN TITLE NATIONAL LENDERS
a Nevada corporation, as TRUSTEE, and NowLine, organized under the laws of South Dakota, whose
address is 3201 N. 4th Ave., Sioux Falls, SD 57104, as BENEFICIARY,

WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of GARDNERVILLE, County of DOUGLAS, State of Nevada, described as follows:

The description of the property is on a separate addendum attached to this Mortgage/Deed of Trust, which description is part of the Mortgage/Deed of Trust.

BOOTH
39622228 NV
FIRST AMERICAN ELS
OPEN END DEED OF TRUST

When recorded mail to:
First American Title Insurance Co.
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: NR1120

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a Credit Card Account Agreement (hereinafter referred to as "Account Agreement") of even date herewith, in the sum stated above as "Initial Loan Advance," as well as any and all future loan advances which may be made by Beneficiary to Trustor pursuant to the terms of the Account Agreement, and the balance of said Account Agreement is payable in monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable. The maximum principal amount of the unpaid balance of said Account Agreement that is secured by this Open-End Deed of Trust is \$ 20,000.00.

This Open-End Deed of Trust is governed by Nevada Revised Statutes sections 106.300 through 106.400 inclusive.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

In witness whereof, trustor has executed the above and foregoing the day and year first above written.

Trustor: James B. Booth
(Type Name) JAMES B BOOTH

Trustor: Wendy A Booth
(Type Name) WENDY A BOOTH

STATE OF Nevada)

COUNTY OF Washoe) ss

On DECEMBER 8, 2008 before me, the undersigned a Notary Public in and for said County and State, personally appeared JAMES B. BOOTH AND WENDY A. BOOTH, HUSBAND AND WIFE, AS JOINT TENANTS known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me he, she or they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.
(Seal)

Tamatha L. Martin
Notary Public



CUSTOMER NAME: BOOTH
CUSTOMER ADDRESS: 1971 PINTO CIRCLE, GARDNERVILLE, NV 89410, GARDNERVILLE, NV 89410
CLAO ID: 192319

Legal Description

The land referred to in this policy is situated in the **STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE**, and described as follows:

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M. IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 2 AS SAID PARCEL IS DESCRIBED IN GRANT, BARGAIN AND SALE DEED, RECORDED IN BOOK 787 AT PAGES 787 THROUGH 793 AS DOCUMENT NO. 158058 OF THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY, SAID CORNER BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINTO CIRCLE; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°59'09" WEST, 159.88 FEET; THENCE SOUTH 0°00'52" EAST, 305.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE EASTERLY ALONG SAID SOUTHERLY LINE NORTH 89°58'22" EAST, 159.88 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 2, NORTH 0°0'52" WEST, 305.16 FEET TO THE POINT OF BEGINNING.

APN #: 1220-24-501-053



BK-109
PG-50

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, DECEMBER 8, 2008, JAMES B BOOTH, WENDY A BOOTH mortgagor(s):

Legal description:

COPY

