

Prepared By:  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202



Return To (name and address):  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202

Assessor's Parcel Number: 1320-32-117-016



State of Nevada 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 ...01/16/2009...  
..... The parties and their addresses are:

GRANTOR:  
BEVERLY J. GIANNOPULOS, TRUSTEE.

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:  
U.S. Bank Trust Company, National Association,  
a national banking association organized under the laws of the United States  
111 SW Fifth Avenue  
Portland, OR 97204

LENDER:  
U.S. Bank National Association ND,  
a national banking association organized under the laws of the United States  
4325 17th Avenue SW  
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) :  
See attached Exhibit "A"

**NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST**  
(NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Form USBOCPSFDTNV 9/13/2006

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The property is located in ..DOUGLAS COUNTY..... at .....  
(County)  
..1564.WILDROSE.DR..MINDEN....., Nevada ..89423-4051...  
(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 \$ ...125,000.00..... 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): BEVERLY GIANNOPULOS  
Principal/Maximum Line Amount: 125,000.00  
Maturity Date: ~~02/15/2004~~ 2-05-2034  
Note Date: 01/16/2009

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.

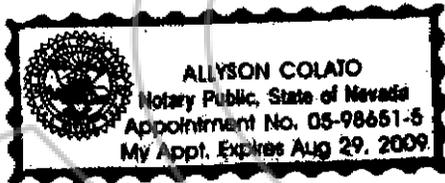


5. **MASTER MORTGAGE.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master Mortgage (Master Mortgage), inclusive, dated .....11/02/2007..... and recorded as Recording Number ..... or Instrument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

*Beverly J. Giannopoulos* 1-16-2009  
 (Signature) BEVERLY J. GIANNOPULOS (Date) (Signature) (Date)

**ACKNOWLEDGMENT:** STATE OF Nevada COUNTY OF Douglas  
 This instrument was acknowledged before me this 11<sup>th</sup> day of January, 2009 } ss.  
 (Individual) by BEVERLY J. GIANNOPULOS, TRUSTEE  
 My commission expires: August 29, 2009  
*Allyson Colato*  
 (Notary Public)  
notary public  
 (Title and Rank)





CERTIFICATION OF REVOCABLE LIVING TRUST

I/We, Beverly J. Giannopoulos, being first duly sworn, do depose and say that:

1.  I, Beverly J. Giannopoulos am the sole currently acting Trustee

We, \_\_\_\_\_ are all of the currently acting Trustees of the Beverly J. Giannopoulos Trust

trust ("Trust") under Trust Agreement dated January 16, 2008.

2. This Certification of Trust is made by the Trustee to and for the benefit of U.S. Bank National Association N.D. ("Bank") on the date below specified for the purpose of inducing Bank to extend credit to Beverly J. Giannopoulos as shown on the loan documents attached hereto as Exhibit A and hereby incorporated herein. To facilitate this transaction, each person who signs below states that the Bank may continue to rely upon this Certification in connection with any aspect of the transaction until and unless one or more of the undersigned furnishes written notice to the contrary to Bank.

3. The Trustor(s) under the Trust is/are Beverly J. Giannopoulos

4. The Trustee(s) is/are duly appointed and qualified.

5. Title to assets of the Trust is to be taken and held as follows: Beverly J. Giannopoulos Trustee of the Beverly J. Giannopoulos Trust DTD January 16, 2008

6. The Trust is revocable and the person(s) holding the power to revoke the Trust is Beverly J. Giannopoulos

The Trustor's right of revocation is unrestricted and includes the right of amendment and the right to withdraw assets. If there is more than one Trustor, each Trustor has an unrestricted right to revoke the Trust, amend the Trust or withdraw Trust assets, regardless of which Trustor contributed the assets to the Trust.

7. The Trustee has the powers conferred upon a trustee by the Uniform Trustees' Powers Act as enacted in the state in which the Trust was created, and to the extent not included therein, the power to: (a) acquire and dispose of property; (b) sell, pledge, hypothecate, encumber, or otherwise alienate Trust assets; (c) borrow money to be repaid from Trust assets; and (d) pay any expenses incurred in the collection, care, administration and protection of the Trust.

The Trust is currently in effect, there having occurred no event or passage of time that has caused the Trust to terminate. The Trust has not been revoked, modified or amended in any manner that would cause any of the representations made in this Certification to be incorrect.

9. If there is more than one Trustee of the Trust, the Trust Agreement provides that documentation required committing the Trust and its assets to the transactions we are requesting must be signed by:

Any one of us.

All of us.

By the following Trustees: \_\_\_\_\_

Note to Trustee: You must initial box if applicable.



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PG-998



Oregon/Nevada

CERTIFICATION OF REVOCABLE LIVING TRUST

10.  The Trustee has the power to appoint an agent to exercise any of the powers described in paragraph 7 above.

Note to Trustee: You must initial box if applicable.

11. The Successor Trustee is MARK A. GIANNOPULOS

12. The Taxpayer Identification Number of the Trust is 54-848 5267

13. The mailing address for the Trustee is:  
P.O. BOX 675  
MINDEN, NV 89423

Each of the persons executing this Certification represents that all of the Trustees of the Trust have executed it, whether or not each of them is required to execute the documents contemplated by the transaction in which the Trust proposes to engage.

1-16-09  
Date

Beverly Giannopoulos  
Trustee

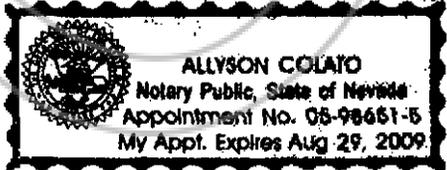
\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

NEVADA ONLY  
State of Nevada )  
County of Douglas ) ss.

This instrument was acknowledged before me on 16th of January, 2009 by Beverly Giannopoulos  
as Trustee(s) of Beverly J. Giannopoulos Trust Trust.

Allyson Colato  
Signature of Notarial Officer  
Notary Public  
Title and Rank  
August 29, 2009  
My Commission Expires



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737113 Page: 5 of 8 02/05/2009



(All states except California)  
DIRECTION TO TRUSTEE

Beverly J. Giannopoulos, Trustor(s) of  
the Beverly J. Giannopoulos Trust  
(Trust) under agreement dated 1-11-2008 in which Beverly J. Giannopoulos  
is/are Trustee(s), pursuant to the power retained by the Trustor to revoke or  
amend the Trust in whole or in part and to give directions to the Trustee(s), hereby directs the Trustee(s)  
to execute on behalf of the Trust, the Deed of Trust

("Document(s)"), in favor of U.S. Bank National Association N.D. ("Bank"), to guarantee and/or secure a  
loan/line by the Bank of \$ 125,000 to Beverly J. Giannopoulos  
("Borrower(s)"). Trustor directs such action for  
himself/herself, his/her heirs, personal representatives and assigns and on behalf of all beneficiaries of  
the Trust whose interest in the Trust is entirely dependent upon Trustor's exercise or non-exercise of  
his/her powers of revocation, amendment and withdrawal.

If for any reason the Document(s) is/are not enforceable against the Trust, this Direction shall constitute a  
withdrawal by Trustor of assets of the Trust sufficient to satisfy the indebtedness intended to be secured  
or guaranteed by the Document(s) or a revocation or amendment of the Trust to the extent required by  
this Direction to Trustee and the agreement by Trustor to be personally bound on the Document(s) to the  
same extent that Trustor would be bound if he/she had signed the Document(s) himself/herself  
individually. Trustor also agrees, and hereby directs the Trustee, to indemnify and hold Bank harmless  
from any demand, claim, suit or action brought by any person alleging that an act taken by Bank in  
reliance on this Direction was unlawful, unauthorized or void. In the event of any action to enforce this  
Direction, Bank shall be entitled to costs and disbursements allowed by law and reasonable attorney fees  
in the event of any suit or action and/or any related appeal or petition for review. Trustor further directs  
that a copy of this Direction, with all attachments, be made an exhibit to and incorporated into the  
Document(s).

Bank will not be held responsible for any use of the loan proceeds by Borrower, Trustee, Trustor, or by  
any agent, nominee, or other person Borrower, Trustee or Trustor may have authorized or Bank may  
reasonably believe has been so authorized.

Trustor will notify Bank immediately of the death, incapacity, removal or resignation of Trustee, and shall  
promptly confirm to Bank the identity of the successor Trustee. Bank may require that notice of the  
death, incapacity, removal or resignation of Trustee be accompanied by evidence satisfactory to Bank.

DATED this 16 day of 1, 2009

Beverly J. Giannopoulos  
TRUSTOR

\_\_\_\_\_  
TRUSTOR

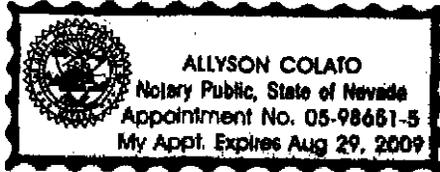
hereafter, unless otherwise indicated, the singular shall be used and shall include the plural.



(All states except California)  
DIRECTION TO TRUSTEE

STATE OF Nevada )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me on this 10<sup>th</sup> day of January, 2009, by



Allyson Colato  
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: \_\_\_\_\_



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**EXHIBIT "A" LEGAL DESCRIPTION**

Account #: 14412719  
Order Date : 01/12/2009  
Reference : 20090091914370  
Name : BEVERLY GIANNOPULOS  
Deed Ref : N/A

Index #:  
Parcel #: 1320-32-117-016

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SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 5, IN BLOCK G, AS SHOWN ON THE OFFICIAL MAP OF WILDROSE NO. 3, UNIT 3, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, APRIL 4, 1973, IN BOOK 473, PAGE 12, AS DOCUMENT NO. 65028, DOUGLAS COUNTY, NEVADA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED ON DOCUMENT NO. 0716279 OF DOUGLAS COUNTY, NEVADA RECORDS.



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