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

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: 21.00
BK-0309 PG- 630 RPTT: 0.00



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

Assessor's Parcel Number: 1320-26-002-020

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 ~~02/19/2009~~ ^{02/10/2009}...
..... The parties and their addresses are:

GRANTOR:

PHILIP STANTON CARPENTER AND DARLENE KAY CARPENTER, TRUSTEE OF THE
CARPENTER FAMILY TRUST DATED MARCH 24, 1995

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 USBOCPSFD TNV 9/13/2006

(page 1 of 3)
BSC DKC

The property is located in ..DOUGLAS COUNTY..... at
(County)
..1618 VALLEY RD. E., GARDNERVILLE....., Nevada ..89410.....
(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 \$..100,000.00..... 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): PHILIP CARPENTER and DARLENE CARPENTER

Principal/Maximum Line Amount: 100,000.00

Maturity Date: ~~05/15/2034~~ 02/15/2034

Note Date: ~~02/10/2009~~

02/09/2009

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, dated11/02/2007..... 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.

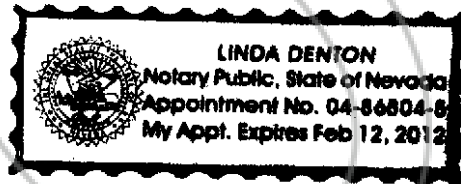
SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded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

Philip Stanton Carpenter *Feb 10, 2009* *Darlene Kay Carpenter* *2-10-09*
 (Signature) PHILIP STANTON (Date) (Signature) DARLENE KAY (Date)
 CARPENTER, Trustee CARPENTER, Trustee

ACKNOWLEDGMENT:

STATE OF *Nevada* COUNTY OF *Douglas* } ss.
 This instrument was acknowledged before me this *10* day of *February* 2009.
 (Individual) by PHILIP STANTON CARPENTER, TRUSTEE
 DARLENE KAY CARPENTER, TRUSTEE
 My commission expires: *February 12, 2012*

[Signature]
 (Notary Public)
[Title]
 (Title and Rank)





Oregon/Nevada

CERTIFICATION OF REVOCABLE LIVING TRUST

I/We, Philip Stanton Carpenter & Darlene K. Carpenter, being first duly sworn, do depose and say that:

- 1. I, _____, am the sole currently acting Trustee
- We, Philip Stanton Carpenter & Darlene K. Carpenter are all of the currently acting Trustees of the Carpenter Family Trust

trust ("Trust") under Trust Agreement dated MARCH 24, 1995.

- 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 Philip Stanton Carpenter & Darlene K. Carpenter 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 Philip Stanton Carpenter & Darlene K. Carpenter

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: Philip Stanton Carpenter & Darlene K. Carpenter CO-trustees of the Carpenter Family Trust DTD March 24, 1995

6. The Trust is revocable and the person(s) holding the power to revoke the Trust is Philip Stanton Carpenter & Darlene K. Carpenter. 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.

8. 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.

The following Trustees: _____

Note to Trustee: You must initial box if applicable.

[Original to Bank; Copy to Customer]
Revision Date: 10/2008





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 Maxwell Martin Carpenter; Heather K Carpenter

12. The Taxpayer Identification Number of the Trust is 493744503

13. The mailing address for the Trustee is:
1018 Valley Rd E
Gardnerville NV 89410

14. 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.

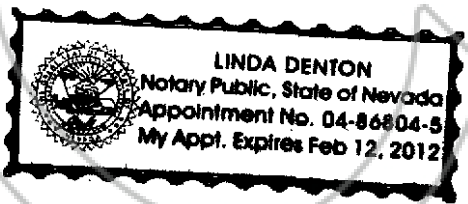
Feb. 10, 2009
 Date
Feb. 10, 2009
 Date

Philip S. Carpenter
 Trustee
Darlene K. Carpenter
 Trustee

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

This instrument was acknowledged before me on 2/10/09 by Philip S. Carpenter and Darlene K Carpenter
 as Trustee(s) of Carpenter Family Trust Trust.

[Signature]
 Signature of Notarial Officer
Noley
 Title and Rank
February 12, 2012
 My Commission Expires



[Original to Bank; Copy to Customer]
 Revision Date: 10/2008



(All states except California)
DIRECTION TO TRUSTEE

Philip Stanton Carpenter & Darlene K. Carpenter, Trustor(s) of
the Carpenter Family Trust
(Trust) under agreement dated 3/24/08 in which Philip Stanton Carpenter & Darlene K. Carpenter
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 \$ _____ to Philip Stanton Carpenter & Darlene K. Carpenter
Carpenter ("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 10 day of July, 2008.
Philip S. Carpenter
TRUSTOR
Darlene K. Carpenter
TRUSTOR

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

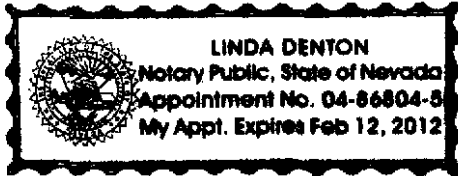
[Original to Bank; Copy to Customer]
Rev. 10/2008



(All states except California)
DIRECTION TO TRUSTEE

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on this 10 day of February, 2009, by



[Signature]
Notary Public for US Bank

My commission expires: February 12, 2012

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: _____

[Original to Bank; Copy to Customer]
Rev. 10/2008

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14447838

Index #:

Order Date : 01/23/2009

Reference : 20090211553250

Parcel #: 1320-26-002-020

Name : PHILIP CARPENTER
DARLENE CARPENTER

Deed Ref : N/A

SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 3-A AS SHOWN ON PARCEL MAP FOR CHRISTI MOSHER AND RENEE PRESTO, FILED FOR RECORDED IN NOVEMBER 18, 1991, BOOK 1191, PAGE 2539, DOCUMENT NO. 265151, OFFICIAL RECORDS OF 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 IN INSTRUMENT 0699584 IN DOUGLAS COUNTY, NEVADA RECORDS.