DOC 04/15/2009 03:30 PM Deputy: SD OFFICIAL RECORD

Requested By: U S RECORDINGS INC

Douglas County - NV Karen Ellison - Recorder

Of. Page:

PG- 4037 RPTT: BK-0409



17.00

0.00

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



Return To (name and address): **US Recordings** 2925 Country Drive STE 201 St. Paul, MN 55117

Assessor's Parcel Number: .1418-34-112-021.E

-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 ...03/24/2009... 

**GRANTOR:** 

LEWIS S. FELDMAN (WHO IS UNMARRIED)

☐ 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

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)

© 1994 Wolters Kluwer Financial Services - Bankers Systems ™ Form USBOCPSFDTNV 9/13/2006

(page 1 of 3)

The property is located inDOUGLAS.	COUNTY	at	
,	(County)		
230 CANYON CIR., ZEPHYR COVE		Nevada	a <b>89448</b>
(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").

- 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): LEWIS FELDMAN

Principal/Maximum Line Amount: 350,000.00

Maturity Date: 04/01/2034 Note Date: 03/24/2009

- 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.

© 1994 Wolters Kluwer Financial Services - Bankers Systems ™ Form USBOCPSFDTNV 9/13/2006

/ (sage 2 of 3)

741436 Page: 2 Of 4

BK- 0409 PG- 4038 4/15/2009

5. MASTER MORTGAGE. By the de	nvery and	i execution of	i ims security i	nstrument, or	amor
agrees that all provisions and sections	of the De	ed Of Trust	With Future A	dvance Clause	<del>)</del>
Master Mortgage (Master Mortgag					
recorded as Recording Number					
.0712437 in	Book .1	.1Ω7			at
Page(s) .747 in theDOUG	LAS		County, Nevad	la, County Red	corder's
office are hereby incorporated into, an					
Instrument will be offered for record i					
recorded					
					\ \
SIGNATURES: By signing below, Grand	oragrees	to the terms	and covenants	contained in the	his
Security Instrument and in any attachment	s. Granto	r also acknov	ledges receipt	of a copy of th	his 🔪
/ Security Instrument on the date stated on p	oage 🏻 and	i a copy of th	e provisions co	ntained in the	
previously recorded Master Mortgage.	/	and the same of th	The state of the s	10	
			1	MA	1
- Annon	10/		1	The state of the s	1
7/12/00 3.2	1.2			(2)	
(Signature) LEWIS S. FELDMAN	(Date)	(Signature)			(Date)
	\ \ \	,	)		` ,
ACKNOWLEDGMENT:	1	1	2.5		
STATE OF CALIFORNIS.		COUNTY O	$F \in 1100rac$	96	} ss.
This instrument was acknowle	dged befo	ore me this	day of	March	2009
STATE OF . CALIFORNIA  This instrument was acknowle (Individual) by LEWIS S. FELDMAN (WH	IO IS UN	MARRIED)			
My commission expires: June	10.2012	- WM	(A 15.9		
		-	VOOC		
/ / ~	10	mi cer	(Notary Publi	c)	
/ /		<i></i>	Otary. Pul	eli.c	
/ /	1	. \	(Title and Ran	ık)	
TONI CERVERA		1	1		
Commission # 1801024		/ /	~	7	
		3. 3.			

© 1994 Wolters Kluwer Financial Services - Bankers Systems <sup>™</sup> Form USBOCPSFDTNV 9/13/2006

(page 3 of 3)



## **EXHIBIT "A" LEGAL DESCRIPTION**

Order Date: 02/23/2009

Reference: 20090441834220 Parcel #: 1418-34-112-021

Name: LEWIS FELDMAN

Deed Ref: 234138

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

LOT 91, AS SHOWN ON THE MAP OF NORTH LAKERIDGE AND REVISED PLAT OF PORTION OF LAKERIDGE ESTATES NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 29, 1960, IN BOOK 1 OF MAPS.

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 DOCUMENT NO. 234138, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

6601 4/9/2009 75587759/1