

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

LTD  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-1009 PG- 1879 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: .1420-18-214-100.E

State of Nevada Space Above This Line For Recording Data

**DEED OF TRUST**  
(With Future Advance Clause)

This is a home loan as defined in NRS 598D.040 and it is subject to the provisions of Section 152 of the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. Section 1602(aa), and the regulations adopted by the Board of Governors of the Federal Reserve System pursuant thereto, including, without limitation, 12 C.F.R. Section 226.32.

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is ...07/27/2009...  
..... The parties and their addresses are:

GRANTOR:  
DAVID B. JARLAND and CAROL M. JARLAND, Husband and Wife.

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

NEVADA - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Form USBREDTSFNV 9/13/2006

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"

The property is located in ..DOUGLAS COUNTY..... at .....  
(County)  
.3342.SOMERSET.WAY..CARSON.CITY....., Nevada ..89705-7203..  
(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 \$ .....94,500.00..... 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. (*When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.*)

Borrower(s): DAVID JARLAND and CAROL JARLAND

Principal/Maximum Line Amount: 94,500.00

Maturity Date: ~~07/27/2029~~ 7/26/2029

Note Date: 07/27/2009

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 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.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

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 .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.

.....  
(Signature) DAVID B. JARLAND (Date) .....  
.....  
(Signature) CAROL M. JARLAND (Date) .....

**ACKNOWLEDGMENT:**

STATE OF Nevada COUNTY OF Carson } ss.  
(Individual) This instrument was acknowledged before me this 27<sup>th</sup> day of July 2009  
by DAVID B. JARLAND and CAROL M. JARLAND, Husband and Wife.

My commission expires:  
Nov 3, 2010

.....  
(Notary Public)  
Notary Public / Branch Assist  
(Title and Rank)



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 15011845  
Order Date : 07/21/2009  
Reference : 20091831822510  
Name : DAVID JARLAND  
CAROL JARLAND  
Deed Ref : N/A

Index #:  
Parcel #: 1420-18-214-100

**SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:  
LOT 104, BLOCK F, AS SHOWN ON THE MAP OF SILVERADO HEIGHTS SUBDIVISION, FILED  
FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA,  
ON SEPTEMBER 18, 1978, AS DOCUMENT NO. 25326, AND CERTIFICATION OF AMENDMENT  
OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED AUGUST 23, 1979, IN BOOK 879 OF  
OFFICIAL RECORDS AT PAGE 1725, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 35885,  
AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED  
OCTOBER 13, 1979, IN BOOK 1079 OF OFFICIAL RECORDS, AT PAGE 1039, DOUGLAS COUNTY,  
NEVADA, AS DOCUMENT NO. 37638.**

**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.**

