

17

OFFICIAL RECORD

Requested By:

SOUTHWEST FINANCIAL SERVICES

LTD

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 17.00
BK-1009 PG-4378 RPTT: 0.00

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: .1219-04-001-013...



_____ 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 ...09/30/2009...

..... The parties and their addresses are:

GRANTOR:

STEPHEN OREAR and JANA OREAR, 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

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

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The property is located in ..DOUGLAS COUNTY..... at
(County)
..197 ASPEN HILL CT., GARDNERVILLE....., Nevada ..89460.....
(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 \$..44,400.00..... 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): STEPHEN OREAR and JANA OREAR
Principal/Maximum Line Amount: 44,400.00
Maturity Date: ~~10/30/2034~~ 9-30-2034
Note Date: 09/30/2009

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.

[Signature] *9/30/09* *[Signature]* *9/30/09*
(Signature) STEPHEN OREAR (Date) (Signature) JANA OREAR (Date)

ACKNOWLEDGMENT:

STATE OF Nevada COUNTY OF Douglas
This instrument was acknowledged before me this 30th day of September, 2009
(Individual) by STEPHEN OREAR and JANA OREAR, Husband and Wife.

My commission expires: 2/13/2010

[Signature]
Notary Public
(Title and Rank)



EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 15031428
Order Date : 07/29/2009
Reference : 20092101510401
Name : STEPHEN OREAR
 JANA OREAR
Deed Ref : N/A

Index #:
Parcel #: 1219-04-001-013

THAT REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, PARCEL 2-B AS SHOWN ON PARCEL MAP #1 FOR ITILDO INC. FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 15, 1995, IN BOOK 595, AT PAGE 3017, AS DOCUMENT NO. 362454.

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 VOLUME 196, PAGE 2494, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

