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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 4 Fee: 17.00  
BK-0311 PG- 5623 RPIT: 0.00



040001755-000246648 18880260



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

Assessor's Parcel Number: 1022-16-002-070

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 .....03/02/2011  
..... The parties and their addresses are:

GRANTOR:  
LARRY LEMAHIEU and DIANE LEMAHIEU, 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"

The property is located in DOUGLAS COUNTY at .....  
(County)  
1540 TOPAZ RANCH RD WELLINGTON ..... Nevada 89444-9420.  
(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 \$ 68,700.00..... 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): LAWRENCE LEMAHIEU and DIANE LEMAHIEU  
Principal/Maximum Line Amount: 68,700.00  
Maturity Date: 04/08/2030  
Note Date: 03/02/2011

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.

- 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 Instrument will be offered for record in the same county in which the Master Mortgage was recorded.
- 6. **OTHER TERMS.**  **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the covenants and agreements of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security Instrument.

**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.

*Larry Lemahieu* ..... *3-2-11* ..... *Diane Lemahieu* ..... *3-2-11*  
 (Signature) LARRY LEMAHIEU (Date) (Signature) DIANE LEMAHIEU (Date)

**ACKNOWLEDGMENT:**

STATE OF *Nevada* ..... COUNTY OF *Douglas* ..... } ss.  
 This instrument was acknowledged before me this *2nd* day of *March* .....  
 (Individual) by *LARRY LEMAHIEU and DIANE LEMAHIEU, Husband and Wife.*  
 My commission expires: *Nov. 21, 2014*

*E. Perneau*  
 (Notary Public)  
 (Title and Rank)



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 16601755  
Order Date : 02/12/2010  
Reference : 20100431132361  
Name : LAWRENCE LEMAHIEU  
DIANE LEMAHIEU  
Deed Ref : N/A

Index #:  
Parcel #: 1022-16-002-070

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**SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA: LOT 62, IN BLOCK K, AS SHOWN ON THE MAP ENTITLED TOPAZ RANCH ESTATES, UNIT NO. 4, FILED FOR RECORD NOVEMBER 16, 1970, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 50212.**