. APN: 1420-33-60022

09/13/2011 12:52 PM Deputy: OFFICIAL RECORD Requested By: SOUTHWEST FINANCIAL SERVICES

> Douglas County - NV Karen Ellison - Recorder

Fee: Of. 4 Page: BK-0911

PG- 1872 RPTT: 0.00

17.00



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

-State of Nevada-

Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

The date of this Deed of Trust (Security Instrument) is08/16/2011 1. DATE AND PARTIES. GRANTOR: MICHAEL DINAUER and LA DONNA L. HUGHES, 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

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

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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): LADONNA HUGHES and MICHAEL DINAUER

Principal/Maximum Line Amount: 80,000.00

Maturity Date: 08/15/2036 Note Date: 08/16/2011

- 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 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.

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5.	WASTER WORTGAGE. By the delivery and execution of this security histometh, orange
	agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master
	Mortgage (Master Mortgage), inclusive, dated
	Recording Number or Instrument
	Number 0712437 in Book 1107
	at Page(s) 747 in the
	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.
6	OTHER TERMS. Mortgage Rider - Escrow for Taxes and Insurance. If checked, the
٥.	covenants and agreement of the Mortgage Rider - Escrow for Taxes and Insurance is
	incorporated into and supplement and amend the terms of this Security
CI/:	Instrument. iNATURES: By signing below, Grantor agrees to the terms and covenants contained in this
	rurity Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this
Sec	curity Instrument and in any attachments. Granton also acknowledges receipt of a copy of this curity Instrument on the date stated on page 1 and a copy of the provisions contained in the
	viously recorded Master Mortgage.
h. ~	viously recorded master mortgage.
W	histing Sucia 8-16-11 Mallowed duches 8/16/11
(Cia	mature) MICHAEL DINAUER (Date) (Signature) LA DONNA LAHUGHES (Date)
ſЭιζ	nature) MICHAEL DINAUER (Date) (Signature) LA DONNA L/HUGHES (Date)
AC	KNOWLEDGMENT:
	STATE OF NOVAR COUNTY OF (WSM) 55.
	This instrument was acknowledged before me this day of
(Inc	lividual) by MICHAEL DINAUER and LA DONNA L. HUGHES, Husband and Wife.
,	My commission expires:
	Feb 22, 2012 (Notary Public)
	Bread Marcer US Bark
	(Title and Rank)
	frite and rains

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EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 19897507

Order Date: 07/26/2011

Reference: 20112061431071

Name: LADONNA HUGHES MICHAEL DINAUER

Deed Ref: N/A

Parcel #: 1420-33-610-022

Index #:

LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 12, IN BLOCK 3, AS SET FORTH ON THE MAP OF MOUNTAIN VIEW ESTATES NO. 2, FILED FOR RECORD OCTOBER 24, 1979, IN BOOK 1079, PAGE 1962, AS DOCUMENT NO. 38123, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF 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 DOCUMENT NO. 0, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

