0795956 DOC 01/17/2012 03:20 PM Deputy: KE OFFICIAL RECORD Requested By: INDECOMM HOLDINGS INC

Douglas County - NV Karen Ellison - Recorder

> Fee: of4

PG- 2931 RPTT: BK-0112

17.00

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

Return To (name and address): Indecomm Global Services 2925 Country Drive Little Canada, MN 55117

-State of Nevada-

Space Above This Line For Recording Data

774 80815

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

1. DATE AND PARTIES. 

**GRANTOR:** 

LOIS JEAN WICKWIRE, TRUSTEE OF THE LOIS JEAN WICKWIRE SEPARATE PROPERTY TRUST

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

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)

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9/14/2009

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): LOIS JEAN WICKWIRE

Principal/Maximum Line Amount: 48,500.00

Maturity Date: 12/20/2036 Note Date: 12/21/2011

- 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. 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 Recording Number ...... or Instrument Number 0712437 in Book 1107 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. If checked, the ☐ Mortgage Rider - Escrow for Taxes and Insurance. 6. OTHER TERMS. covenants and agreement of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security Instrument. By signing below, Grantor agrees to the terms and covenants contained in this SIGNATURES: 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 ecorded Master Mortgage. (Signature) LOIS JEAN WICKWIRE, (Date) (Signature) Trustee **ACKNOWLEDGMENT:** STATE OF NEVAPA COUNTY OF DOUGLAS This instrument was acknowledged before me this \_2 I day of \_\_December (Individual) by LOIS JEAN WICKWIRE, TRUSTEE My commission expires: 7/12 (Notary Public) (Title and Rank) MICHAEL DOLAN Notary Public. State of Nevada Appointment No. 05-98684-5 My Appt. Expires Jul 12, 2013

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

Page: 1 of 1

Account #: 20322456

Order Date: 11/21/2011

Index #: Registered Land : Parcel #:

Reference: 20113221427051 Name: LOIS JEAN WICKWIRE

Deed Ref: N/A

PARCEL 1318-15-711-023

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 39, IN BLOCK A, AS SHOWN ON THE MAP OF ROUND HILL VILLAGE, UNIT NO. 2, FILED AUGUST 31, 1965 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 29312.

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 1110, PAGE 1696, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

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