

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

Parcel NO 1219-04-001-011



State of Nevada _____ Space Above This Line For Recording Data _____

95192
3000853040

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 01/02/2012
..... The parties and their addresses are:

GRANTOR:
LANCE M. WALDEN AND SUSAN J. WALDEN, TRUSTEES, UNDER THE WALDEN FAMILY TRUST, DATED NOVEMBER 16, 2001

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)
190 ASPEN HILL CT, GARDNERVILLE, Nevada 89460-9710
(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 \$ 185,000.00..... 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): LANCE WALDEN and SUSAN WALDEN
Principal/Maximum Line Amount: 185,000.00
Maturity Date: 01/01/2037
Note Date: 01/02/2012

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.



EXHIBIT "A" LEGAL DESCRIPTION

Account #: 20368928
Order Date : 12/06/2011
Reference : 20113401611150
Name : LANCE WALDEN
SUSAN WALDEN
Deed Ref : N/A

Index #:
Registered Land :
Parcel #: 1219-04-001-011

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

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, BEING A PORTION OF PARCEL 2-E AS SHOWN ON PARCEL MAP NO. 2 FOR ITILDO, INC., DOCUMENT NO. 368930 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2-F, AS SHOWN ON THE SAID PARCEL MAP NO. 2, WHICH BEARS NORTH 89 DEG. 55'14" WEST, 600.44 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 4, BEING A G.L.O. BRASS CAP; THENCE SOUTH 00 DEG. 04'46" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 2-F, 450.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2-E, BEING THE POINT OF BEGINNING.

THENCE SOUTH 84 DEG. 24'31" EAST ALONG THE NORTHERLY LINE OF SAID PARCEL 2-E, 356.94 FEET TO A POINT ON THE WESTERLY OF LINE OF ASPEN HILL COURT AS SHOWN ON SAID PARCEL MAP NO. 2; THENCE 41.28 FEET ALONG SAID WESTERLY LINE OF ASPEN HILL COURT AND THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47 DEG. 18'20" AND A RADIUS OF 50.00 FEET. (CHORD BEARS SOUTH 18 DEG. 03'45" EAST, 40.12 FEET), TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2-E.

THENCE SOUTH 48 DEG. 17'01" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 2-E 605.71 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 10 DEG. 03'39" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 2-E, 113.62 FEET; THENCE NORTH 81 DEG. 29'00" EAST, 58.83 FEET; THENCE NORTH 31 DEG. 54'03" EAST, 54.39 FEET; THENCE NORTH 11 DEG. 08'32" EAST, 23.65 FEET; THENCE NORTH 16 DEG. 59'08" WEST, 37.62 FEET; THENCE NORTH 66 DEG. 57'56" WEST 60.89 FEET TO A POINT ON SAID WESTERLY LINE OF PARCEL 2-E; THENCE NORTH 10 DEG. 03'39" EAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E 229.76 FEET TO THE POINT OF BEGINNING.

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 1111, PAGE 4460, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

