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

DOC

797122

\$42.00

02/10/2012 10:41AM Deputy: PK
OFFICIAL RECORD
Requested By:
Southwest Financial Service

Douglas County - NV

Karen Ellison - Recorder 1 of 4 Fee: \$42.0

PG-1719 RPTT:

95142 3000853040

DEED OF TRUST (With Future Advance Clause)

1. DATE AND PARTIES. ... 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.

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) 1994 Wolters Kluwer Financial Services - Bankers Systems Form USBOCPSFDTNV 9/14/2009

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The property is located inDOUGLAS_CC	DUNTY at	**********	
190 ASPEN HILL CT , GARDNERVILLE	(County)	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 "	Dronerty")		

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security 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.
- The term "Secured Debt" is defined as 4. SECURED DEBT AND FUTURE ADVANCES.
 - 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.
- 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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Form LISBOCDSECTNIV 0/11/2000		

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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 Mortgage (Master Mortgage), inclusive, dated
	Recording Number or Instrument
	Number 0712437 in Book 1107. at Page(s) 747 in the 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. OTHER TERMS. Mortgage Rider - Escrow for Taxes and Insurance. If checked, the
6.	covenants and agreement of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security
Çi	Instrument. GNATURES: By signing below, Grantor agrees to the terms and covenants contained in this
Se	curity Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this
Se	ecurity Instrument on the date stated on page 1 and a copy of the provisions contained in the eviously recorded Master Mortgage.
	Ince M. WALDEN, (Date) (Signature) SUSAN J. WALDEN, (Date) Trustee
سیام ۱۶۱	ignature) LANCE M. WALDEN, (Date) (Signature) SUSAN J. WALDEN, (Date)
(3)	Trustee Trustee
	CKNOWLEDGMENT: •/
	STATE OF ALLY A THE COUNTY OF A 430A 355
	This instrument was acknowledged before me this 2. day of Lenuary 2012 advidual) by LANCE M. WALDEN, TRUSTEE AND SUSAN J. WALDEN, TRUSTEE
(IF	My commission expires: 2/2/2015
	I Like Lug Pot
	(Notary Public)
	(Title and Rank)
	Motoras Dublia
	NINA WRIGHT
	Notary Public, State of Nevada Appointment No. 03-81388-5
	My Appt. Expires Feb 2, 2015 .

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EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 20368928 Index #: Registered Land: Order Date: 12/06/2011

Parcel #: 1219-04-001-011 Reference: 20113401611150

Name: LANCE WALDEN SUSAN WALDEN

Deed Ref: N/A

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-É 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 SOUTHEASTEDLY COUNTED OF SAID DADGEL 2-E 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 2E. THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 10 DEC. 23'20" FAST, ALONG SAID WESTERLY LINE OF PARCEL 2-E, THENCE NORTH 2-E, THENCE N 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.