

DOC # 800149
04/03/2012 12:38PM Deputy: AR
OFFICIAL RECORD
Requested By:
Southwest Financial Services
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$20.00
BK-412 PG-573 RPTT: 0.00

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



020530196-000382648



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

Assessor's Parcel Number: 1320-32-710-006

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) is03/08/2012
..... The parties and their addresses are:

GRANTOR:
KENNETH W MILLER AND ETHEL M MILLER, TRUSTEES OF THE KENNETH W AND ETHEL M MILLER LIVING TRUST DATED FEBRUARY 23, 2006

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

NEVADA - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Form USBREDTSFNV 9/14/2009

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(page 1 of 3) *Ken* *Em*



- 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)
..1521.HUSSMAN.AVE.,GARDNERVILLE....., Nevada ..89410-5132.
(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 \$..127,789.00..... 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): KENNETH MILLER and ETHEL MILLER
Principal/Maximum Line Amount: 127,789.00
Maturity Date: 03/07/2022
Note Date: 03/08/2012

- 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 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, dated11/02/2007..... and recorded as Recording Number or Instrument Number .07.12436..... 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.

Kenneth W. Miller 3/8/12 *Ethel M. Miller* 3/8/12
 (Signature) KENNETH W MILLER, (Date) (Signature) ETHEL M MILLER, Trustee (Date)
 Trustee

ACKNOWLEDGMENT:

STATE OF *Nevada*....., COUNTY OF *Douglas*..... ss.
 This instrument was acknowledged before me this*8th* day of *March*.....*2012*.
 (Individual) by *KENNETH W MILLER AND ETHEL M MILLER, TRUSTEES OF THE KENNETH W AND ETHEL M MILLER LIVING TRUST DATED FEBRUARY 23, 2006*

My commission expires:
Nov 21st, 2014

E. Perneau
 (Notary Public)
notary public
 (Title and Rank)

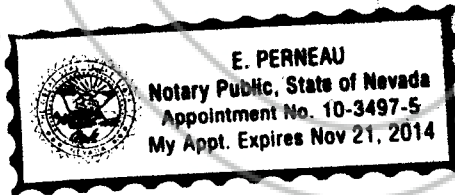




EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 20530196
Order Date : 01/30/2012
Reference : 20120301417380
Name : KENNETH MILLER
 ETHEL MILLER
Deed Ref : N/A

Index #:
Registered Land :
Parcel #: 1320-32-710-006

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

LOT 6, BLOCK A AS SET FORTH ON THE MAP OF SIERRA MEADOWS SUBDIVISION PHASE II, FILED FOR RECORD NOVEMBER 21, 1977, AS DOCUMENT NO. 15229, 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. 0733238, OF THE DOUGLAS COUNTY, NEVADA RECORDS.





Mortgage Rider

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

Owner

KENNETH W MILLER AND ETHEL M
MILLER, TRUSTEES OF THE KENNETH W
AND ETHEL M MILLER LIVING TRUST
DATED FEBRUARY 23, 2006

Property Address:

1521 HUSSMAN AVE, GARDNERVILLE, NV 89410-5132

Mortgage Rider

This Mortgage Rider, dated 03/08/2012,
is incorporated into and amends the mortgage,
deed of trust, or security deed (the Security
Instrument) of the same date. The Security
Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future
Advances (sometimes referred to as Secured Debts)
section of the Security Instrument is amended to
add the following sentence as the last sentence in
the final paragraph:

This Security Instrument will not secure any
other debt if Lender fails, with respect to that
other debt, to fulfill any necessary
requirements or limitations of Sections 19(a),
32 or 35 of Regulation Z.

Escrow

Escrow for Taxes and Insurance. The Escrow
for Taxes and Insurance section is revised to read
as follows:

Escrow for Taxes and Insurance.
As provided in a separate agreement, the
Mortgagor or Grantor agrees to pay to
Lender funds for taxes and insurance in
escrow.

Escrow for Taxes and Insurance.
Lender will collect escrow payments from
Mortgagor or Grantor as part of Mortgagor
or Grantor's regularly scheduled payments
under the Loan. Lender will apply
Mortgagor or Grantor's payments in the
following order: (1) payment protection or
insurance (if applicable), (2) interest,
(3) escrow, (4) principal, and (5) other fees.
The escrow funds shall be held in an account
with Lender or any other federally insured
depository institution.

Escrow for Taxes and Insurance.
Mortgagor or Grantor will pay to Lender
amounts for (a) yearly taxes and assessments
on the Property which under the law may
be superior to this Security Instrument,
(b) yearly leasehold payments or ground
rents (if any), (c) yearly premiums for hazard
or property insurance, (d) yearly premiums
for flood insurance (if any), and (e) yearly
premiums for mortgage insurance (if any).



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Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor or Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Grantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving,

verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.



Signatures

Signatures. The Undersigned agree to the terms contained in this Rider.
Owner

Date 03/08/2012

KENNETH W MILLER, Trustee

(Seal)

Date

(Seal)

Date 03/08/2012

ETHEL M MILLER, Trustee

(Seal)

Date

(Seal)

Refer to the attached **Signature Addendum** for additional parties and signatures.