

DOC # 802673
05/21/2012 08:26AM Deputy: SG
OFFICIAL RECORD
Requested By:
Southwest Financial Services
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-512 PG-4308 RPTT: 0.00

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



020726730-000401038

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

Assessor's Parcel Number: 1420-34-811-005



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) is04/24/2012
..... The parties and their addresses are:

GRANTOR:
JOHN P KEARNEY and PENNY L KEARNEY, 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



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)
1579 SHIRLEY ST. MINDEN Nevada 89423-9060.
(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 \$.93,000.00..... 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. (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): JOHN KEARNEY and PENNY KEARNEY
Principal/Maximum Line Amount: 93,000.00
Maturity Date: 04/24/2022
Note Date: 04/24/2012

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.

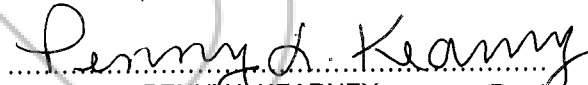


5. **MASTER MORTGAGE.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust (With Future Advance Clause) Master Mortgage (Master Mortgage), inclusive, dated11/02/2007..... and recorded as Recording Number or Instrument Number .0712436..... 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.


.....
(Signature) JOHN P KEARNEY (Date)


.....
(Signature) PENNY L KEARNEY (Date)

ACKNOWLEDGMENT:

STATE OF Nevada....., COUNTY OF Douglas..... ss
This instrument was acknowledged before me this 24 day of April 2012
(Individual) by JOHN P KEARNEY and PENNY L KEARNEY, Husband and Wife.

My commission expires:
May 26 2014

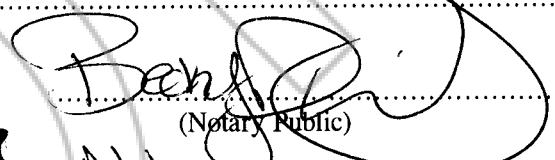

.....
(Notary Public)
Notary
.....
(Title and Rank)





EXHIBIT "A" LEGAL DESCRIPTION

Account #: 20726730
Order Date : 03/22/2012
Reference : 20120691829181
Name : JOHN KEARNEY
 PENNY KEARNEY
Deed Ref : N/A

Index #:
Registered Land :
Parcel #: 1420-34-811-005

LOCATED IN THE COUNTY OF DOUGLAS:

LOT 28 OF EL RANCHO ESTATES, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON APRIL 23, 1962 IN BOOK 11, PAGE(S) 348 AS DOCUMENT NUMBER 19910.

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 708, PAGE 739, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

