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OFFICIAL RECORDS

Requested By
SOUTHWEST FINANCIAL SERVICES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 17.00

Bk: 0413 Pg: 3156



Deputy sg

Prepared By:

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



021877846-000532421

Return To (name and address):

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

parcel # 1320-26-002-025

State of Nevada

Space Above This Line For Recording Data

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is03/08/2013
..... The parties and their addresses are:

GRANTOR:

JAMES E. HALSEY AND FRANKI L. HALSEY, TRUSTEES OF THE JAMES AND FRANKI
HALSEY TRUST DATED NOVEMBER 27, 2002

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"

NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Form USBOCPSFDTNV 9/14/2009

(page 1 of 3)

TM

The property is located in DOUGLAS COUNTY at

(County)
1619 HERON COVE CT, GARDNERVILLE, Nevada

89410

(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 \$ 127,076.00 ~~27,076.00~~. 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): JAMES HALSEY and FRANKI HALSEY
Principal/Maximum Line Amount: 127,076.00
Maturity Date: 03/07/2038
Note Date: 03/08/2013

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.

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 1/02/2007 and recorded as Recording Number 0712437 or Instrument Number 1107 in Book 747 at Page(s) 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.

6. **OTHER TERMS.** **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the 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.

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] 3-8-13
(Signature) JAMES E. HALSEY, Trustee (Date)

[Signature] 3-8-13
(Signature) FRANKI L. HALSEY, Trustee (Date)

ACKNOWLEDGMENT:

STATE OF Nevada, COUNTY OF Douglas } ss.
This instrument was acknowledged before me this 8 day of March 2013
(Individual) by JAMES E. HALSEY AND FRANKI L. HALSEY, TRUSTEES OF THE JAMES AND FRANKI HALSEY
My commission expires: 2/14/14

[Signature]
Notary Public (Notary Public)
[Signature]
(Title and Rank)



EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 21877846
Order Date : 02/15/2013
Reference : 20130291130460
Name : JAMES HALSEY
FRANKI HALSEY
Deed Ref : 312-6811

Index #:
Registered Land:
Parcel #: 1320-26-002-025

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

ALL THAT CERTAIN LOT, PIECE OR PARCEL OR PORTION OF LAND SITUATED, LYING AND BEING WITHIN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL 2, AS SHOWN ON THE PARCEL MAP NO. 2 FOR MICHAEL AND MARY JARRETT FILED FOR RECORD IN BOOK 891, AT PAGE 2279, AS DOCUMENT NO. 257812, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE THEREOF NORTH 30 DEG. 17'49" EAST, A DISTANCE OF 392.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE NORTH 58 DEG. 14'29" WEST, A DISTANCE OF 259.99 FEET TO A POINT ON THE WESTERLY LINE OF A.P.N. 23-295-06 AS SHOWN ON THE RECORD OF SURVEY #3 TO ACCOMPANY A BOUNDARY LINE ADJUSTMENT FOR MICHAEL JARRETT, FILED FOR RECORD IN BOOK 691, PAGE 4958, AS DOCUMENT NO. 254161, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA; THENCE ALONG THE BOUNDARY LINES AS SHOWN ON SAID MAP NORTH 23 DEG. 29'52" EAST, A DISTANCE OF 391.06 FEET; THENCE NORTH 89 DEG. 57'54" EAST, A DISTANCE OF 365.01 FEET; THENCE SOUTH 00 DEG. 00'43" EAST, A DISTANCE OF 234.81 FEET; THENCE SOUTH 89 DEG. 57'54" WEST, A DISTANCE OF 25.53 FEET; THENCE SOUTH 00 DEG. 00'43" EAST, A DISTANCE OF 228.88 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 47 DEG. 27'54" WEST, A DISTANCE OF 145.55 FEET; THENCE NORTH 90 DEG. 00'00" WEST, A DISTANCE OF 59.92 FEET; THENCE NORTH 58 DEG. 14'29" WEST, A DISTANCE OF 126.16 FEET TO THE TRUE 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 DOCUMENT NO. 788722, OF THE DOUGLAS COUNTY, NEVADA RECORDS.

