

Official Record

Recording requested By
INDECOMM HOLDINGS, INC.

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$19.00 Page 1 of 6
RPTT: Recorded By: LB
Book- 277 Page- 0139

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



021681371-000514953

Return To (name and address):
Indecomm Global Services
2925 Country Drive
Little Canada, MN 55117



0142801

State of Nevada Space Above This Line For Recording Data

78401132

DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is01/25/2013

..... The parties and their addresses are:

GRANTOR:

ALMA ERNST, UNMARRIED AND JACQUELINE ERNST, MARRIED

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 USBOCPSFD TNV 9/14/2009



The property is located in LINCOLN COUNTY at

(County)

325 FIFTH ST., PANACA....., Nevada

(Address)

(City)

89042-2324

(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 \$ 23,341.00. 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): ALMA ERNST and JACQUELINE ERNST
Principal/Maximum Line Amount: 23,341.00
Maturity Date: 02/15/2038
Note Date: 01/25/2013

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 1/06/2007 and recorded as Recording Number 0130154 or Instrument Number 236 in Book 583 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]
 (Signature) ALMA ERNST

1-25-13
 (Date)

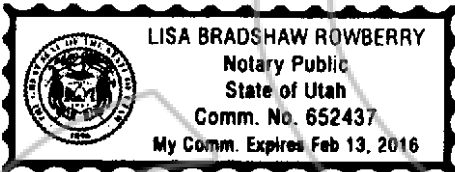
[Signature]
 (Signature) JACQUELINE ERNST

1-25-13
 (Date)

ACKNOWLEDGMENT:

STATE OF Utah, COUNTY OF Utah] ss.
 This instrument was acknowledged before me this 25 day of JANUARY, 2013
 (Individual) by ALMA ERNST, UNMARRIED AND JACQUELINE ERNST, MARRIED
 My commission expires:

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

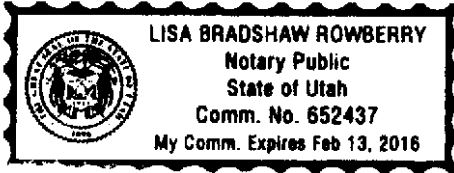




ACKNOWLEDGMENT.

(Individual) STATE OF UTAH, COUNTY OF UTAH } ss.
This instrument was acknowledged before me this 25 day of JANUARY 2013
by FRANKLIN ERNST, Married

My commission expires: 2/13/16



[Signature]
(Notary Public)

(Individual) STATE OF _____, COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____

My commission expires: _____

(Notary Public)

(Individual) STATE OF _____, COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____

My commission expires: _____

(Notary Public)

(Individual) STATE OF _____, COUNTY OF _____ } ss.
This instrument was acknowledged before me this _____ day of _____
by _____

My commission expires: _____

(Notary Public)



0142801

SIGNATURE ADDENDUM _____

Date of Real Estate Document: 01/25/2013

Additional Parties Type: _____

Name and Address of Parties:

SIGNATURES. By signing, the undersigned agree to the terms contained in the named real estate document. The undersigned also acknowledge receipt of a copy of this named real estate document.

Signature FRANKLIN ERNST

Signature

Signature

Signature

Signature

Signature

Signature

Signature



0142801

Book 277
Page 144

03/08/2013
Page 6 of 6

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 21681371
Order Date : 12/14/2012
Reference : 20123401826160
Name : FRANKLIN ERNST
 JACQUELINE ERNST
Deed Ref : 0141785

Index #:
Registered Land:
Parcel #: 002-062-03

THE SOUTH HALF (S 1/2) OF LOT TWO (2) IN BLOCK THIRTY EIGHT (38) IN THE TOWN OF PANACA, COUNTY OF LINCOLN, 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. 0141785, OF THE LINCOLN COUNTY, NEVADA RECORDS.



U03507324

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