Official Record

Recording requested By WELLS FARGO BANK

Eureka County - NV Mike Rebaleati - Recorder

Page 1 of 3 Recorded By: FS RPTT

Book- 0472 Page-

APN 00738007

Recording Requested By:

Name

NowLine

Address

PO Box 5943

City/State/Zip Sioux Falls, SD 57117-5943

Open-End Nevada Deed of Trust

(Title of Document)

Please complete the cover page, check one of the following and sign below.

the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

☐ I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by (Law).

Signature

Title

THIS DOODMENT IS RECOUNDED AS AN ACCORDINGATION AND WITHOUT LIATILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED

This page is added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees apply) This cover page must be typed or printed.

NV-3699NOWLINE-1007 (ROC)

Prepared by:
NowLine
PO Box 5943
Sioux Falls, SD 57117-5943
Return to: NowLine
PO Box 5943
Sioux Falls, SD 57117-5943

## **OPEN-END NEVADA DEED OF TRUST**

APN <u>00738007</u> Initial Loan Advance \$ <u>0.00</u>

This DEED OF TRUST, made this 8 day of APRIL, 2008	, between
ROGER HUBBARD,	and
	,
A MARRIED MAN, AS SOLE AND SEPARATE PROPERTY	as TRUSTOR,
whose address is 120 FRONTIER ST	,
EUREKA, NV 89316	;
FIRST AMERICAN LENDERS ADVANTAGE	
a Nevada corporation, as TRUSTEE; and NowLine, organized under the laws of	South Dakota, whose

a Nevada corporation, as TRUSTEE; and NowLine, organized under the laws of South Dakota, whose address is 3201 N. 4th Ave., Sioux Falls, SD 57104, as BENEFICIARY.

WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of <u>EUREKA</u>, County of <u>EUREKA</u>, State of Nevada, described as follows:

PARCEL NO. 7 OF LOTS 9 AND 10, AS SHOWN ON PARCEL MAP AND RECORD OF SURVEY FILED IN THE OFFICE OF THE EUREKA COUNTY RECORDER ON AUGUST 29, 1979, AS FILE NO. 69399.

APN:00738007

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a Credit Card Account Agreement (hereinafter referred to as "Account Agreement") of even date herewith, in the sum stated above as "Initial Loan Advance," as well as any and all future loan advances which may be made by Beneficiary to Trustor pursuant to the terms of the Account Agreement, and the balance of said Account Agreement is payable in monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable. The maximum principal amount of the unpaid balance of said Account Agreement that is secured by this Open-End Deed of Trust is \$ 20,000,000.

This Open-End Deed of Trust is governed by Nevada Revised Statutes sections 106.300 through 106.400 inclusive.

NV-0965NOWLINE-1007 (ROC)

Page 1 of 2

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

In witness whereof, trustor has executed the above and foregoing the day and year first above written.

Trustor: Trustor:
(Type Name) ROGER HUBBARD (Type Name)
STATE OF Was cla
COUNTY OF Washer )ss
On APRIL 8, 2008 before me, the undersigned a Notary Public in and for said County and State,
personally appeared ROGER HUBBARD, A MARRIED MAN, AS SOLE AND SEPARATE PROPERTY
known to me to be the person(s) described in and who executed the foregoing instrument, who

acknowledged to me he, she or they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Notary Public



(Seal)

TAMATHA L. MARTIN

Notary Public - State of Nevada

Appointment Recorded in Washoe County

No: 03-65769-2 - Expires September 14, 2010

NV-0965NOWLINE-1007 (ROC)

Page 2 of 2