Assessor's Parcel Number: 1320-33-311-025

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 DOC # 720015
03/21/2008 10:22AM Deputy: SD
OFFICIAL RECORD
Requested By:
LSI - NORTH
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-308 PG-4867 RPTT: 0.00

This instrument was prepared by:
Wells Fargo Bank, N.A.
LISA GALLAGHER, DOCUMENT PREPARATION
11601 N BLACK CANYON HWY
PHOENIX, ARIZONA 85029
866-537-8489

4305978

[Space Above This Line For Recording Data]

Reference number: 20080577300111

Account number: 650-650-8149148-1XXX

SHORT FORM OPEN-END DEED OF TRUST

Recording Requested By:

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated MARCH 07, 2008, together with all Riders to this document.
- (B) "Borrower" is Guillaume Etchechury and Judith Anne Etchechury, Trustees of the Etchechury Family Trust dated February 15, 1996. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A.. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is American Securities Company of Nevada, 18700 NW Walker Road, Bldg 92, Beaverton, OR 97006.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated MARCH 07, 2008. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, TWO HUNDRED SEVENTY-ONE THOUSAND AND 00/100THS Dollars (U.S. \$271,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after April 07, 2048.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#4812-7270-3489v2 (02/16/08)

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principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

N/A Leasehold Rider

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>August 14, 2007</u>, and recorded on <u>September 07, 2007</u>, as Instrument No. <u>0708893</u> in Book/Volume <u>0907</u> at Page <u>1382 - 1392</u> of the Official Records in the Office of the Recorder of <u>DOUGLAS</u> County/City, State of Nevada.

N/A

TRANSFER OF RIGHTS IN THE PROPERTY

X Third Party Rider
N/A Other(s) [specify]

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County	of	DOUGLAS
[Type of Recording Jurisdiction]		Name of Recording Jurisdiction]

Type of Recording Jurisdiction [Name of Recording Jurisdiction]

Lot 31, Block B, as set forth on Final Subdivision Map FSM-1006-2 for Chichester Estates Phase 2, filed for Record in the Office of the County Recorder of Douglas County, State of Nevada, on December 9, 1996, in Book 1296 at Page 1286, as Document No. 402540, and by Certificate of Amendment recorded July 17, 2001, Book 0701, Page 3929, as Document No. 518479. Legal description taken from: Deed recorded 05/14/2007 as Instrument # 0701076.

which currently has the address of	1	1485 LONGFELLO	OW LN
\ \		[Street]	
GARDNERVILLE	, Nevada	89410	("Property Address"):
[City]		[Zip Code]	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

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By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument, which is intended to be recorded in the Official Records of the Office of the Recorder of **DOUGLAS** County/City, Nevada. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

\sim	
Judisa Enna Dachach	ery Neetlae (Seal)
JUDITH ANNE ETCHECHURY, TRUSTEE OF 1	
DATED FEBRUARY 15, 1996	-Borrower
Diffed Tebroaki 15, 1550	-Donowei
GUILLAUME ETCHECHURY, TRUSTEE OF TE	(Seal)
GUILLAUME ETCHECHURY, TRUSTEE OF TH	IE ETCHECHURY FAMILY TRUST
DATED FEBRUARY 15, 1996	-Borrower
Paradia Control of the Control of th	
For An Individual Acting In His/Her Own Right: State of Nevada	
County of	
County of	
This instrument was acknowledged before me on	(date)
by	
	(name(s) of person(s)).
	/ /
\ \	
(0.1.10)	(Signature of notarial officer)
	(· 3 · · · · · · · · · · · · · · · · · · ·
(Seal, if any)	,
(Scal, if any)	
(Scal, if any)	(Title and rank (optional))
(Scal, if any)	

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For An Individual Trustee Borrower:

State of Nevada County of Do

This instrument was acknowledged before me on 3-7-08 (date) by Judith Anne Etchechung and Guillauge (name(s) of person(s))as

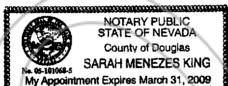
(type of authority, e.g., officer, trustee, y Tourt

(name of party on behalf of

whom instrument was executed).

(Seal, if any)

(Title and rank optional)



NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#4812-7270-3489v2 (02/16/08)

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Reference: 20080577300111 Account: 650-650-8149148-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on MARCH 07, 2008 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from JUDITH ANNE ETCHECHURY And GUILLAUME ETCHECHURY (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1485 LONGFELLOW LN, GARDNERVILLE, NEVADA 89410

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the <u>THE ETCHECHURY FAMILY TRUST DATED FEBRUARY 15, 1996</u> (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender. Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

JUDITH ANNE ETCHECHURY, TRUSTEE OF THE ETCHECHURY FAMILY TRUST

DATED FEBRUARY 15, 1996

GUILLAUME ETCHECHURY, TRUSTÉE OF THE ETCHECHURY FAMILY TRUST DATED FEBRUARY 15, 1996 (Seal)

Attach this Rider to the Security Instrument before Recording

3rd Party Rider, HCWF#132.v1 (10/25/04)

1/1

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