

Assessor's Parcel Number: 1320-31-513-011

DOC # 723535  
05/19/2008 09:06AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN EQUITY LO  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 7 Fee: 20.00  
BK-508 PG-4656 RPTT: 0.00



~~After Recording Return To:~~  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

This instrument was prepared by:  
Wells Fargo Bank, N.A.  
BRYAN HILTON, DOCUMENT PREPARATION  
11601 N BLACK CANYON HWY  
PHOENIX, ARIZONA 85029  
877-524-0865

[Space Above This Line For Recording Data]

Reference number: 20081129200006

Account number: 650-650-8343253-1XXX

SHORT FORM OPEN-END DEED OF TRUST 37133882

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 APRIL 28, 2008, together with all Riders to this document.
- (B) "Borrower" is WALTER A HAFELE AND LINDA M HAFELE, TRUSTEES OF THE WALTER A HAFELE AND LINDA M HAFELE JOINT LIVING TRUST. 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 APRIL 28, 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, ONE HUNDRED FIFTEEN THOUSAND AND 00/100THS Dollars (U.S. \$115,000.00) 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 May 28, 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 principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument,

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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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]:

Leasehold Rider

Third Party Rider

Other(s) [specify] \_\_\_\_\_ N/A

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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]

SEE ATTACHED EXHIBIT A

which currently has the address of \_\_\_\_\_  
1628 BELARRA ST  
[Street]  
MINDEN, Nevada 89423 ("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**

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.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#4812-7270-3489v2 (04/03/08)

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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.

Linda M. Hafele (Seal)  
LINDA M HAFELE, TRUSTEE OF THE WALTER A HAFELE AND LINDA M HAFELE  
JOINT LIVING TRUST -Borrower

Walter A Hafele (Seal)  
WALTER A HAFELE, TRUSTEE OF THE WALTER A HAFELE AND LINDA M HAFELE  
JOINT LIVING TRUST -Borrower

For An Individual Acting In His/Her Own Right:  
State of Nevada  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any) \_\_\_\_\_  
\_\_\_\_\_  
(Signature of notarial officer)  
\_\_\_\_\_  
(Title and rank (optional))



For An Individual Trustee Borrower:

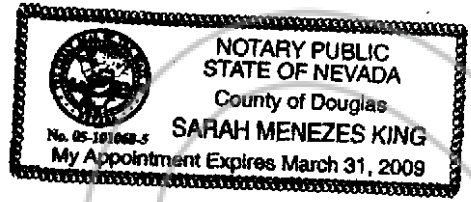
State of Nevada  
County of Douglas

This instrument was acknowledged before me on 1-28-08 (date) by  
Linda M. Hafele and Walter A. Hafele  
(name(s) of person(s)) as  
Trustees (type of authority, e.g., officer, trustee,  
etc.) of Walter A. Hafele & Linda M. Hafele Joint Living Trust (name of party on behalf of  
whom instrument was executed).

Sarah Menezes King  
(Signature of notarial officer)

(Seal, if any)

Notary Public  
(Title and rank (optional))



Reference: 20081129200006  
Account: 650-650-8343253-1998

Wells Fargo Bank, N.A.

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on APRIL 28, 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 LINDA M HAFELE And WALTER A HAFELE (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:

**1628 BELARRA ST, MINDEN, NEVADA 89423**

[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 THE WALTER A HAFELE AND LINDA M HAFELE JOINT LIVING TRUST (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.

Linda M. Hafele (Seal)  
LINDA M HAFELE, TRUSTEE OF THE WALTER A HAFELE AND LINDA M HAFELE  
JOINT LIVING TRUST

Walter A. Hafele (Seal)  
WALTER A HAFELE, TRUSTEE OF THE WALTER A HAFELE AND LINDA M HAFELE  
JOINT LIVING TRUST

**Attach this Rider to the Security Instrument before Recording**



Wells Fargo Bank, N.A.

Account#: 650-650-8343253-1XXX

Reference #: 20081129200006

**Social Security Number Affirmation**

I hereby affirm, pursuant to Nev. Rev. Stat. § 239B.030 (4), that the document(s) being submitted for recording do not include the social security number of any person.



*Scott Gable*

\_\_\_\_\_  
Scott Gable  
Signature of person making affirmation

NV SSN AFF HCWF#903v1 (12/13/05)



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 10 IN BLOCK B OF BELARRA SUBDIVISION UNIT NUMBER 3, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON SEPTEMBER 18, 1978 IN BOOK 978, PAGE(S) 1279 AS DOCUMENT NUMBER 25373.

1320-31-513-011

1628 BELARRA ST; MINDEN, NV 89423-4234

20081129200006

37133882/f/or



HAFELE

37133882

NV

FIRST AMERICAN ELS  
OPEN END DEED OF TRUST



WHEN RECORDED, RETURN TO:  
*EQUITY LOAN SERVICES, INC.*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING-FACT*



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