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Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 6 Fee: 19.00  
BK-0608 PG- 4422 RPTT: 0.00



This instrument was prepared by:  
Wells Fargo Bank, N.A.  
WILLIE CAMARA, LOAN SPECIALIST  
85 CLEVELAND ROAD  
PLEASANT HILL, CALIFORNIA 94523  
800-400-3339

4531293

1418-10-801-006 [Space Above This Line For Recording Data]

Reference number: 20081236500081

Account number: 117-117-0444014-1XXX

**SHORT FORM OPEN-END DEED OF TRUST**

**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 JUNE 06, 2008, together with all Riders to this document.
- (B) "Borrower" is BILL C. BURGER AND PATRICIA E. BURGER, TRUSTORS AND TRUSTEES OF THE BURGER FAMILY TRUST DATED MARCH 25TH 1998. 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 JUNE 06, 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 MILLION FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$1,500,000.00) 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 July 06, 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**

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HCWF#4812-7270-3489v2 (04/03/08)



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
- X Third Party Rider
- N/A 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

which currently has the address of \_\_\_\_\_ 187 YELLOW JACKET ROAD \_\_\_\_\_  
[Street]  
GLENBROOK, Nevada 89413 ("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

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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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.

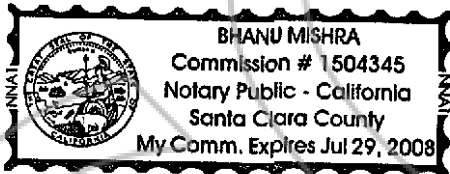
Bill C. Burger, Trustee (Seal)  
BILL C. BURGER, TRUSTEE -Borrower  
Patricia E. Burger, Trustee (Seal)  
PATRICIA E. BURGER, TRUSTEE -Borrower

For An Individual Acting In His/Her Own Right:  
State of ~~Nevada~~ California  
County of Santa Clara

This instrument was acknowledged before me on 6/6/08 (date)  
by Bill C. Burger and Patricia E. Burger  
(name(s) of person(s)).

(Seal, if any)

[Signature]  
(Signature of notarial officer)  
[Title]  
(Title and rank (optional))





**EXHIBIT A**

Reference: 20081236500081

Account: 117-117-0444014-1998

**Legal Description:**

All that portion of the Southeast 1/4 of Section 10, Township 14 North, Range 18 East, M.D.M., more particularly described as follows: Beginning at a point on the North Line of Yellow Jacket Road which bears North 28 deg. 39'02" East 731.60 feet from the South 1/4 corner of said Section 10; Thence North 48 deg. 25'42" West 79.59 feet; Thence North 03 deg. 00'11" West 163.58 feet; Thence North 06 deg. 34'49" West 199.11 feet; Thence North 53 deg. 52'14" West 77.17 feet to the high water line of Lake Tahoe; Thence along the high water line North 85 deg. 47' 00" East 72.75 feet; Thence North 63 deg. 30'00" East 43.05 feet; Thence leaving said high water line South 39 deg. 15'31" East 33.37 feet; Thence South 49 deg. 51'00" East 78.58 feet; Thence South 13 deg. 36'59" East 172.45 feet; Thence South 62 deg. 46'18" West 71.81 feet; Thence South 05 deg. 27'47" West 110.20 feet; Thence South 38 deg. 27'00" East 131.29 feet to a point on the Norther line of Yellow Jacket Road Thence along said North line North 87 deg. 06'00" West 108.00 feet of the point of begining. The basis of bearing of this description is the bearing "North 19 deg. 23'52" West" between found monuments per Record of Survey, Document No. 173134. Exceptng any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of Natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595. Note: The above metes and bounds description appeared previously in that certain document recorded December 26, 2000 in Book 1200 Page 5115, as Instrument No. 505689.

Exhibit A, CDP.V1 07/2004



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Reference: 20081236500081  
Account: 117-117-0444014-1998

Wells Fargo Bank, N.A.

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on JUNE 06, 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 BILL C. BURGER And PATRICIA E. BURGER (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:

187 YELLOW JACKET ROAD, GLENBROOK, NEVADA 89413

[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 BURGER FAMILY (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.

 (Seal)  
BILL C. BURGER

 (Seal)  
PATRICIA E. BURGER

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

