

Assessor's Parcel Number: ~~1318-23-02-015~~ / 1318-23-602-015

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

1007779 DR



This instrument was prepared by:
Wells Fargo Bank, N.A.
DENISE MARKS, DOCUMENT PREPARATION
ONE HOME CAMPUS
DES MOINES, IOWA 50328
858-521-4024

[Space Above This Line For Recording Data]

Reference number: 20081484500081

Account number: 650-650-8533994-1XXX

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 10, 2008, together with all Riders to this document.

(B) "Borrower" is MARK K MAIDMAN, TRUSTEE OF THE MARK K MAIDMAN REVOCABLE TRUST DATED 09/11/06. 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 10, 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 THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) 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 10, 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, and also all sums due under this Security Instrument, plus interest.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 3 pages)

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



(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

which currently has the address of _____ 196 TERRACE VIEW COURT
[Street]
STATELINE NEVADA, Nevada 89449-0000 ("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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of SANTA CLARA

On JUNE 11, 2008 before me, P. C. Doren a Notary Public, personally appeared

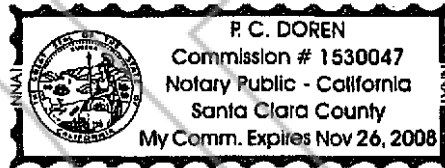
MARK MADMAN

____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed this same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS in my hand and official seal.

P. C. Doren
Signature of Notary Public



(Seal)



BK-608
PG-5517

Reference: 20081484500081
Account: 650-650-8533994-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JUNE 10, 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 MARK K MAIDMAN (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:

196 TERRACE VIEW COURT, STATELINE NEVADA, NEVADA 89449-0000
[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 MARK K MAIDMAN REVOCABLE TRUST DATED 09/11/06 (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.

 TRUSTEE _____ (Seal)
MARK K MAIDMAN TRUSTEE

Attach this Rider to the Security Instrument before Recording



INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The ^{mm} **MARK X. MAIDMAN REVOCABLE TRUST**

Trust created under trust instrument
dated **9-11-06**, for the benefit of **MARK MAIDMAN**

(B) "Revocable Trust Trustee(s)." **MARK MAIDMAN**

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **MARK MAIDMAN**

settlors(s) of the Revocable Trust signing below.

(D) "Lender."

WELLS FARGO BANK, N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage, or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
196 TERRACE VIEW COURT STATELINE NEVADA, NV. 89449

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **10TH** day of **JUNE, 2008**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.


ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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Initials: *mm*

VMP MORTGAGE FORMS - (800)521-7291



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The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the state of **CALIFORNIA**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **NEVADA**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon Notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

Initials: WJM

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C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.


Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment, or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.



MARK MAIDMAN
Trustee of the **MARK X. MAIDMAN**
REVOCABLE

Trust under trust instrument dated **9-11-06**
_____, for the
benefit of **MARK MAIDMAN**

-Borrower

Trustee of the _____
Trust under trust instrument dated _____
_____, for the
benefit of _____

-Borrower



**Exhibit A
LEGAL DESCRIPTION**

File Number: 1007779

ALL OF THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 13, NORTH, RANGE 18 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 23 AND 24, IN TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M., WHICH POINT BEARS SOUTH 0° 05' 03" EAST, A DISTANCE OF 1,309.03 FEET FROM THE COMMON CORNER OF SECTIONS 13, 14, 23 AND 24, IN SAID TOWNSHIP AND RANGE; THENCE NORTH 89° 41' 54" WEST, A DISTANCE OF 399.53 FEET; THENCE SOUTH 0° 07' 18" EAST, A DISTANCE OF 148.00 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THOMAS TRUAX, ET UX, BY DEED RECORDED DECEMBER 19, 1974, IN BOOK 1274, PAGE 554, DOCUMENT NO. 77014, OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, SOUTH 0° 07' 18" EAST, A DISTANCE OF 149.67 FEET TO A POINT ON THE NORTH LINE OF THE EASTERLY EXTENSION OF SUMMIT DRIVE; THENCE ALONG SAID NORTHERLY LINE OF SUMMIT DRIVE AS EXTENDED SOUTH 89° 52' 42" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 00° 07' 18" WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO TRUAX ABOVE REFERRED TO, NORTH 89° 52' 42" EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED APRIL 22, 2004, BOOK 0404, PAGE 10907, AS FILE NO. 0610856, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

