Assessor's Parcel Number: 1022-16-001-106

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

DOC # 726096 07/01/2008 09:33AM Deputy: DW OFFICIAL RECORD Requested By AMERICAN EQUITY LO Douglas County - NV Werner Christen - Recorder 1 of 6 Fee: 19.00 Page: 1 of 6 BK-708 PG-28 RPTT:

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

37630994

[Space Above This Line For Recording Data]

10623

Reference number: 20081497100207

Account number: 650-650-8537060-0XXX

SHORT FORM 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 12, 2008, together with all Riders to this document.
- (B) "Borrower" is DONN C SCHNEIDER TRUSTEE OF THE DONN C SCHNEIDER TRUST DATED JUNE 7, 2004. 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 promissory note signed by Borrower and dated JUNE 12, 2008. The Debt Instrument states that Borrower owes Lender SEVENTY-TWO THOUSAND AND 00/100THS Dollars (U.S. \$72,000,00) plus interest. Borrower has promised to pay this debt in one or more regular Periodic Payments and to pay the debt in full not later than seven (7) calendar days after JULY 01, 2038.
- (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 CLOSED-END SECURITY INSTRUMENT

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HCWF#4829-8365-1841v2 (04-03-08)

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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 X | Third Party Rider N/A Other(s) [specify] N/A (I) "Master Form Deed of Trust" means the Master Form Deed of Trust dated August 14, 2007, and recorded on September 07, 2007, as Instrument No. 0708892 in Book/Volume 0907 at Page 1371 - 1381 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 renewals, extensions and modifications of the Debt 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 Douglas Type of Recording Jurisdiction [Name of Recording Jurisdiction] SEE ATTACHED EXHIBIT 3731 GRANITE WAY which currently has the address of Streetl 89444 WELLINGTON Nevada ("Property Address"): [Zip Code] [City] 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. 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 CLOSED-END SECURITY INSTRUMENT (page 2 of 3 pages)

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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. (Seal) OF THE DONN C SCHNEIDER TRUST DATED JUNE 7, 2004 -Borrower For An Individual Acting In His/Her Own Right: State of Nevada County of DOL (date) This instrument was acknowledged before me on (name(s) of person(s)). NOTARY PUBLIC STATE OF NEVADA County of Douglas SARAH MENEZES KING (Title and rank (Sptional) fy Appointment Expires March 31, 2009 For An Individual Trustee Borrower: State of Nevada County of ______ This instrument was acknowledged before me on 6-12-08 (date) by (name(s) of person(s))as (type of authority, e.g., officer, trustee, ide / may dt 6-1-04 (name of party on behalf of whom instrument was executed) (Signature of notarial officer) STATE OF NEVADA

(Title and rank (optional)

NEVADA – SHORT FORM CLOSED-END SECURITY INSTRUMENT

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My Appointment Expires March 31, 2009

County of Douglas
SARAH MENEZES KING

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Wells Fargo Bank, N.A.

Account#: 650-650-8537060-0XXX Reference #: 20081497100207

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.

Sof Table

Scott Gable

Signature of person making affirmation

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

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Reference: 20081497100207 Account: 650-650-8537060-0001

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JUNE 12, 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 DONN C SCHNEIDER (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:

3731 GRANITE WAY, WELLINGTON, NEVADA 89444

[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 DONN C SCHNEIDER TRUST</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.

Conn C Schneider (Seal)
DONN C SCHNEIDER TRUSTEE OF THE DONN C SCHNEIDER TRUST DATED JUNE 7,
2004

Attach this Rider to the Security Instrument before Recording

3rd Party Rider, HCWF#132.v10 (05/17/08)

1/1

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EXHIBIT A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF WELLINGTON, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 4, IN BLOCK J, AS SHOWN ON THE MAP OF TOPAZ RANCH ESTATES UNIT NO. 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 16, 1970, IN BOOK 1 OF MAPS, PAGE 224, AS DOCUMENT NO. 50212.

Permanent Parcel Number: 1022-16-001-106
DONN C. SCHNEIDER, TRUSTEE OF THE DONN C. SCHNEIDER TRUST OF 2004

3731 GRANITE WAY, WELLINGTON NV 89444
Loan Reference Number : 20081497100207
First American Order No: 37630994
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

37630994 SCHNEIDER

NV

FIRST AMERICAN ELS
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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