

DOC # 726899  
07/17/2008 08:26AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN EQUITY LO  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-708 PG-3312 RPTT: 0.00

Assessor's Parcel Number: ~~29-462-59~~ 1220-24-501-011

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.  
MALINDA COLE, DOCUMENT PREPARATION  
11601 N. BLACK CANYON HWY  
PHOENIX, ARIZONA 85029  
866-537-8489

37685030 [Space Above This Line For Recording Data] 10623  
Reference number: 20081547100324 Account number: 650-650-8585002-1XXX

**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 27, 2008, together with all Riders to this document.
- (B) "Borrower" is MICHAEL P CUNAG AND LYNN S CUNAG WHO ACQUIRED TITLE AS MICHAEL CUNAG AND LYNN CUNAG, HUSBAND AND WIFE. 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 27, 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 27, 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  
HCWF#4812-7270-3489v2 (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
- 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 \_\_\_\_\_ 777 SADDLE COURT \_\_\_\_\_  
[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

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.

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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.

[Signature] (Seal)  
MICHAEL P CUNAG -Borrower

[Signature] (Seal)  
LYNN S CUNAG -Borrower

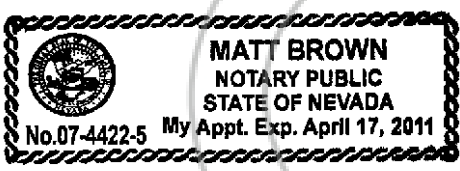
For An Individual Acting In His/Her Own Right:  
State of Nevada  
County of Douglas

This instrument was acknowledged before me on 6/27/2008 (date)  
by Michael P Cunag Lynn S Cunag  
(name(s) of person(s)).

[Signature]  
(Signature of notarial officer)

(Seal, if any)

\_\_\_\_\_  
(Title and rank (optional))



Wells Fargo Bank, N.A.

Account#: 650-650-8585002-1XXX

Reference #: 20081547100324

### 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  
Signature of person making affirmation

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



1/1

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EXHIBIT A

ALL THAT CERTAIN LOT, PIEVE OR PARCEL OF LAND SITUATE IN THE CITY OF GRADNERVILLE, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS A PORTION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.S.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL C-3 AS SHOWN ON THE PARCEL MAP FOR LUCY C. JOYCE NUMBER 2, FIELD FOR RECORD OCTOBER 22, 1990, IN BOOK 1090, PAGE 3219, AS DOCUMENT NO. 237139, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA, BEING A RE-SUBDIVISION OF PARCEL OF THE PARCEL MAP FOR PETER S. BOWIE AS DOCUMENT NO. 13230

Permanent Parcel Number: 1220-24-501-011  
MICHAEL CUNAG AND LYNN S. CUNG, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

777 SANDLE COURT, GARDNERVILLE NV 89410  
Loan Reference Number : 20081547100324/10623  
First American Order No: 37685030  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 CUNAG  
37685030

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**



BK-708  
PG-3316