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DOC # 727654  
07/29/2008 12:13PM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
LSI - NORTH  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-708 PG-6339 RPTT: 0.00



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

4701261

[Space Above This Line For Recording Data]

Reference number: 20081757500277

Account number: 117-117-0452505-1XXX

SHORT FORM OPEN-END DEED OF TRUST

Recording Requested By:  
LSI

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 JULY 09, 2008, together with all Riders to this document.

(B) "Borrower" is JEFFREY K. CAIN AND PEGGY LOU CAIN, TRUSTEES OF THE CAIN 2003 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 JULY 09, 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 FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$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 August 09, 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 4 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]:

- 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]

Situate in the County of Douglas, State of Nevada, more particularly described as follows: A triangular parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 12 North, Range 19 East, M.D.B. & M., in Douglas County, Nevada, described as follows: Beginning at a point on the West boundary of the Northwest 1/4 of said Section 10, from which the West 1/4 of said Section 10 bears South 0 deg. 09 min. West 356.72 feet; thence along the West boundary of the Northwest 1/4 of Section 10 North 0 deg. 09 min. 00 sec. East 302.44 feet; thence North 89 deg. 58 min. 30 sec. East 456.18 feet; thence South 56 deg. 29 min. 05 sec. West 548.10 feet parallel to and 20 feet Northerly of a pipeline to the true point of beginning. Legal description taken from: Deed recorded 10/01/2003 as Instrument # 0592165

which currently has the address of \_\_\_\_\_ 1131 AUTUMN HILLS RD \_\_\_\_\_  
[Street]  
GARDNERVILLE, Nevada 89460 ("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.

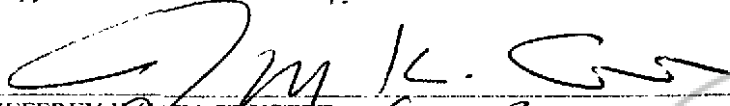
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally 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.


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.

  
JEFFREY K CAIN, TRUSTEE (Seal)  
-Borrower

  
PEGGY LOU CAIN, TRUSTEE (Seal)  
-Borrower

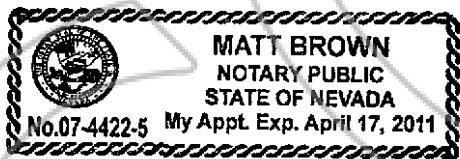
For An Individual Acting In His/Her Own Right:  
State of Nevada  
County of Douglas

This instrument was acknowledged before me on 7/9/2008 (date)  
by Jeffrey K Cain, Trustee Peggy Lou Cain, Trustee  
(name(s) of person(s)).

  
(Signature of notarial officer)

(Seal, if any)

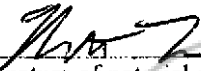
(Title and rank (optional))



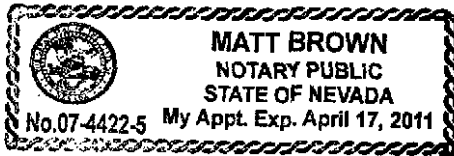
For An Individual Trustee Borrower:

State of Nevada  
County of Douglas

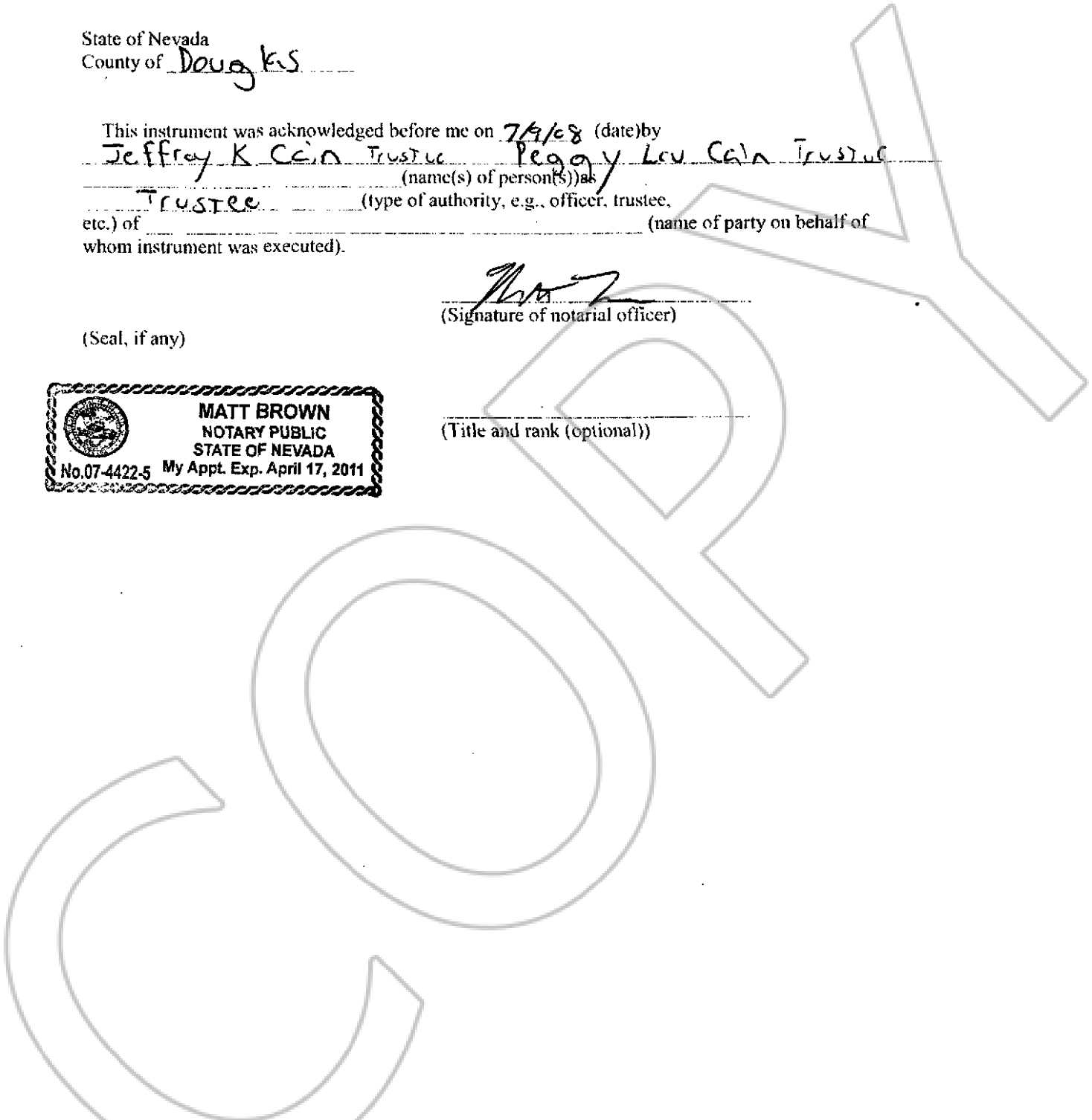
This instrument was acknowledged before me on 7/9/08 (date) by  
Jeffrey K Cain Trustee Peggy Lou Cain Trustee  
(name(s) of person(s)) as  
Trustee (type of authority, e.g., officer, trustee,  
etc.) of \_\_\_\_\_ (name of party on behalf of  
whom instrument was executed).

  
(Signature of notarial officer)

(Seal, if any)



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



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

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Documents Processed 07-08-2008, 09:58:50



BK-708  
PG-6342

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Reference: 20081757500277  
Account: 117-117-0452505-1998

Wells Fargo Bank, N.A.

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on **JULY 09, 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 **JEFFREY K CAIN And PEGGY LOU CAIN** (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:

**1131 AUTUMN HILLS RD, GARDNERVILLE, NEVADA 89460**  
[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:

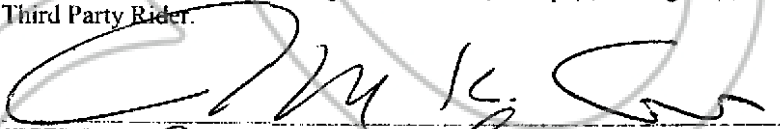
With respect to the **CAIN 2003** (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

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.

  
JEFFREY K. CAIN (Seal)

  
PEGGY LOU CAIN (Seal)

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