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Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0808 PG- 2045 RPTT: 0.00



LSI, Local Solutions  
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4750919

This instrument was prepared by:  
Wells Fargo Bank, N.A.  
WILLIE CAMARA, LOAN SPECIALIST  
85 CLEVELAND ROAD  
PLEASANT HILL, CALIFORNIA 94523  
925-975-4943

[Space Above This Line For Recording Data]

Reference number: 20081926200039

Account number: 117-117-0457876-1XXX

**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 AUGUST 06, 2008, together with all Riders to this document.

(B) "Borrower" is MARINA MARKETPLACE 1, LLC, A NEVADA LIMITED LIABILITY COMPANY. 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 AUGUST 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, EIGHT HUNDRED THIRTY-TWO THOUSAND AND 00/100THS Dollars (U.S. \$832,000.00) 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 September 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 principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument,

**NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT**

(page 1 of 3 pages)

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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]

**Lot 2, on Block A, as shown on the Map of Round Hill Village Unit No. 4, filed in the Office of the County Recorder of Douglas County, Nevada, on April 25, 1966, as Document No. 31837.**

which currently has the address of \_\_\_\_\_ **314 PAIUTE DRIVE** \_\_\_\_\_  
[Street]  
**ZEPHYR COVE**, Nevada **89448** ("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 seized 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** (page 2 of 3 pages)

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Documents Processed 08-05-2008, 16:11:00

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.

Marina Marketplace 1, LLC, A Nevada Limited Liability Company (Seal)  
MARINA MARKETPLACE 1, LLC, A NEVADA LIMITED LIABILITY COMPANY -Borrower

[Signature] (Seal)  
BY: VICTOR SZANTO, MANAGER -Borrower

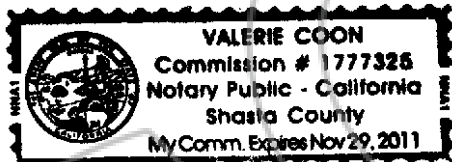
For An Individual Acting In His/Her Own Right:

State of ~~Nevada~~ California  
County of Tehama

This instrument was acknowledged before me on Aug 6, 2008 (date)  
by Victor Szanto, Manager (name(s) of person(s)).

Valerie Coon  
(Signature of notarial officer)  
Notary Public  
(Title and rank (optional))

(Seal, if any)



### THIRD PARTY RIDER TO DEED OF TRUST

This Rider is incorporated into and shall be deemed to amend and supplement that certain Deed of Trust dated as of **08/06/2008**, executed by the undersigned, as Grantor, for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary and Lender (the "Deed of Trust") to secure the Secured Debt of **VICTOR SZANTO AND EVYE SZANTO**(the "Borrower").

With respect to the Grantor, this Deed of Trust constitutes a third party deed of trust and grant of security interest by the Grantor in the Property described in the Deed of Trust to secure the Note of the Borrower to the Lender.

#### Representations and Warranties

The Grantor represents and warrants to Lender that: (i) this Deed of Trust is executed at the Borrower's request; (ii) this Deed of Trust complies with all agreements between the Grantor and the Borrower regarding Grantor's execution hereof; (iii) Lender has made no representation to Grantor as to the creditworthiness of the Borrower; and (iv) Grantor has established adequate means of obtaining from the Borrower on a continuing basis financial and other information pertaining to the Borrower's financial condition. Each Grantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Grantor's risks hereunder. Each Grantor further agrees that Lender shall have no obligation to disclose to Grantor any information or material about the Borrower which is acquired by Lender in any manner. The liability of Grantor hereunder shall be reinstated and revived, and the rights of Lender shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Debt is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Lender in its sole discretion; provided however, that if Lender chooses to contest any such matter at the request of Grantor, Grantor agrees to indemnify and hold Lender harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Lender in connection therewith, including without limitation, in any litigation with respect thereto.

#### Waivers

Grantor waives any right to require Lender to: (A) proceed against the Borrower or any other person; (B) marshal assets or proceed against or exhaust any security held from the Borrower or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from the Borrower or any other person; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Lender as security for or which constitute in whole or in part the Secured Debt, or in connection with the creation of new or additional obligations.

Grantor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of the Borrower or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of the Secured Debt; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of the Borrower which is a corporation, partnership or other type of entity, or any defect in the formation of the Borrower; (D) the application by the Borrower of the proceeds of the Secured Debt for purposes other than the purposes represented by the Borrower to, or intended or understood by, Lender or Grantor; (E) any act or omission by Lender which directly or indirectly results in or aids the discharge of the Borrower or any portion of the Secured Debt by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Lender against the Borrower; (F) any impairment of the value of any interest in any security for the Secured Debt or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in



disposing of, any such security; (G) any modification of the Secured Debt, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, the Secured Debt or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Lender give any notice of acceptance of this Deed of Trust. Until the Secured Debt shall have been paid in full, no Grantor shall have any right of subrogation, and the Grantor waives any right to enforce any remedy which Lender now has or may hereafter have against the Borrower or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Lender. The Grantor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Debt, destroys the Grantor's rights of subrogation or the Grantor's rights to proceed against the Borrower for reimbursement; or (2) any loss of rights the Grantor may suffer by reason of any rights, powers or remedies of any Borrower in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Borrower's obligations, whether by operation of law or otherwise, including any rights any Grantor may have to a fair market value hearing to determine the size of a deficiency following any trustee's foreclosure sale or other disposition of any security for any portion of the Secured Debt, and each Grantor waives any rights such Grantor may have under Nevada Revised Statutes §40.430 (the Nevada "one-action" rule).

If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

**Limited Liability Company Covenants.** In addition to the covenants and agreements made in the Security Instrument, Grantor and Lender further covenant and agree as follows:

**TRANSFER OF MEMBERSHIP INTEREST IN LIMITED LIABILITY COMPANY.** If a membership or other beneficial interest in Grantor is sold or transferred or Grantor is voluntarily dissolved without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given 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.

IN WITNESS WHEREOF, this Rider has been executed as of the same date as the Deed of Trust.

**MARINA MARKETPLACE 1, LLC, A NEVADA LIMITED LIABILITY COMPANY  
BY: VICTOR SZANTO, MANAGER**

