Assessor's Parcel Number: 1418-10-511-014

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 DOC # 0729783
09/11/2008 10:23 AM Deputy: Se
OFFICIAL RECORD
Requested By:
WELLS FARGO BANK

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 4 Fee:

BK-0908

17.00 0.00



PG- 2130 RPTT:

This instrument was prepared by:
Wells Fargo Bank, N.A.
MICHAEL B GRANT, DOCUMENT PREPARATION
11601 N. BLACK CANYON HWY (MAC
PHOENIX, ARIZONA 85029
877-524-0865

### [Space Above This Line For Recording Data]

Reference number: 20081989300121

Account number: 650-650-8765695-1XXX

## 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 20, 2008, together with all Riders to this document.
- (B) "Borrower" is JOHN R LIST, SR, WHO ACQUIRED TITLE AS, JOHN R. LIST AND SUSAN R. LIST, HUSBAND AND WIFE, AS JOINT TENANTS. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. 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 20, 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, TWO HUNDRED FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$250,000,00) 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 20, 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

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and also all sums due under this Security Instrument, plus <b>(H) "Riders"</b> means all Riders to this Security Instrument to be executed by Borrower [check box as applicable]:	interest. It that are executed by Borrower. The following Riders are
N/A Leasehold Rider	\ \
N/A Third Party Rider	\ \
N/A Other(s) [specify]	N/A
(I) "Master Form Deed of Trust" means the Master Fo	orm Open-End Deed of Trust dated August 14, 2007, and
recorded on September 07, 2007, as Instrument No. 070	
Official Records in the Office of the Recorder of <b>Douglas</b>	County/City, State of Nevada.
•	
TRANSFER OF RIGHTS IN THE PROPERTY	
TRANSPER OF KIGHTS IN THE PROPERTY	
This Security Instrument secures to Landon (i) the many	Account of the Lore and all future advances managed
extensions and modifications of the Debt Instrument, i	payment of the Loan, and all future advances, renewals,
indebtedness is currently secured by this Security Instrum	
agreements under this Security Instrument and the Debt I	
and conveys to Trustee, in trust, with power of sale, the fo	
<u>County</u> of	Douglas :
[Type of Recording Jurisdiction]	[Name of Recording Jurisdiction]
THE DEAL BRODERTY SIGNATURE IN THE CONTROL	W OF DOUGLAS STATE OF NEWARA
THE REAL PROPERTY SITUATE IN THE COUNTY DESCRIBED AS FOLLOWS: LOT 34 IN BLOCK C,	
NO. 3-A, FILED FOR RECORD IN THE OFFICE OF	
COUNTY, STATE OF NEVADA ON JUNE 13, 1980,	
MAPS, PAGE 1269, AND AMENDED THERETO RE	
OFFICIAL RECORDS, PAGE 117, AS DOCUMENT	
EXCEPTING THEREFROM THAT PORTION THE	
BY DEED RECORDED DECEMBER 28, 1983, IN BO	OK 1283, PAGE 3217, OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA. SUBJECT TO RES' COVENANTS, OIL, GAS OR MINERAL RIGHTS OF	
COVERANTS, OIL, GAS OR MINERAL RIGHTS OF	FRECURD, IF ANY.
which currently has the address of	152 YERINGTON CIRCLE
	[Street]
GLENBROOK , Nevada	89413 ("Property Address"):
[City]	[Zip Code]
	or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the	
covered by this Security Instrument. All of the foregoing	is referred to in this Security Instrument as the "Property"
The Freperty shall also include any additional property des	
	scribed in Section 20 of the Master Form Deed of Trust.
DODDONIED COVERY LAWS A . T	

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.

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

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### 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.

(Seal)
JOHNER LIST, SR
Borrower

(Seal)
SUSAN R. LIST
-Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Carson

This instrument was acknowledged before me on August 20th 2008 (date) by John R List SR and Susah R. List

(name(s) of person(s)).

SELINA GIESLER
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF LYON
APPT. No. 08-6224-12
MY APPT. EXPIRES JANUARY 11, 2012

Seura Giesler (Signature of notatial officer)

(Title and rank (optional))

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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BK- 0908 PG- 2132 9/11/2008 Wells Fargo Bank, N.A.

Account#: 650-650-8765695-1XXX Reference #: 20081989300121

# 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)

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