Assessor's Parcel Number: 1420-29-715-013

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. ·1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING-TEAM 1

DOC 09/19/2008 02:58PM Deputy: GB OFFICIAL RECORD Requested By FIRST AMERICAN EQUITY LO Douglas County - NV Karen Ellison - Recorder 1 of 5 Fee: 18.00 Page: 1 of 5 Fee: BK-908 PG-4285 RPTT: 0.00

This instrument was prepared by: Wells Fargo Bank, N.A. OMARI DAVIS, DOCUMENT PREPARATION 11601 N. BLACK CANYON HWY PHOENIX, ARIZONA 85029 877-524-0865

[Space Above This Line For Recording Data]

Reference number: 20082339500093

Account number: 650-650-8791758-1XXX

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

38550544

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 SEPTEMBER 03, 2008, together with all Riders to this document.
- (B) "Borrower" is GEORGE C JOHNSON AND JUDITH A JOHNSON, HUSBAND/WIFE, JOINT TENA NTS. 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 SEPTEMBER 03, 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 FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$150,000.00) 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 October 03. 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 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]:

N/A Leasehold Rider

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 Form Open-End Deed of Trust dated <u>August 14, 2007</u>, and recorded on <u>September 07, 2007</u>, as Instrument No. <u>0708893</u> in Book/Volume <u>0907</u> at Page <u>1382 - 1392</u> of the Official Records in the Office of the Recorder of <u>Douglas</u> 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	1113 SAN MARCOS CIR
MINDEN [City]	[Street] , Nevada

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 <u>Douglas</u> 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.

GEORGE C JOHNSON (Seal)

GEORGE C JOHNSON (Seal)

-Borrower

-Borrower

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

County of Carson

this instrument was acknowledged before me on September 3rd 2008 (date) by Judith A Johnson and George & Johnson (name(s) of person(s)).

SELINA GIESLER

NOTARY PUBLIC - STATE OF NEVADA

COUNTY OF LYON

APPT. No. 08-8224-12

MY APPT. EXPIRES JANUARY 11, 2012

Selina Giesen (Signature of notarial officer)

Personal Banker (Title and rank (optional))

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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Wells Fargo Bank, N.A.

Account#: 650-650-8791758-1XXX Reference #: 20082339500093

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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS DESCRIBED AS FOLLOWS: LOT 337, IN BLOCK E, AS SHOWN ON THE FINAL MAP NUMBER PD99-02-08 OF SARATOGA SPRINGS ESTATES UNIT 8, A PLANNED DEVELOPMENT, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON OCTOBER 18, 2004, AS DOCUMENT NO. 626992. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, AND ANY REVERSIONS, REMAINDERS, RENTS, ISSUES OR PROFITS THEREOF.

Permanent Parcel Number: 1420-29-715-013
GEORGE C. JOHNSON AND JUDITH A. JOHNSON, HUSBAND AND WIFE AS JOINT TENANTS

1113 SAN MARCOS CIRCLE, MINDEN NV 89423

Loan Reference Number : 20082339500093/10605

First American Order No: 38550544

Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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