

DOC # 0734691  
12/18/2008 01:50 PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
TITLE COURT SERVICE

Assessor's Parcel Number: 131803217002

After Recording Return To:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00  
BK-1208 PG- 3739 RPTT: 0.00



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

5222377

[Space Above This Line For Recording Data]

Reference number: 20083126100007

Account number: 117-117-0475068-1XXX

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 DECEMBER 04, 2008, together with all Riders to this document.

(B) "Borrower" is MARK REILLY SWEETLAND AND JENNY ANNA SWEETLAND, TRUSTEES OF THE SWEETLAND REVOCABLE TRUST DATED JANUARY 10, 2000. 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 DECEMBER 04, 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 MILLION AND 00/100THS Dollars (U.S. \$1,000,000.00) 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 January 04, 2049.

(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]:

- 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 217, as shown on the Map of Skyland Subdivision No. 3, filed in the Office of the County Recorder of Douglas County, Nevada, on February 24, 1960, as Document No. 15653.

which currently has the address of \_\_\_\_\_ 996 SKYLAND 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 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

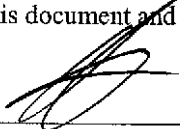
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copy of the Master Form Deed of Trust has been provided to Borrower.

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.

  
\_\_\_\_\_  
MARK REILLY SWEETLAND, TRUSTEE -Borrower

  
\_\_\_\_\_  
JENNY ANNA SWEETLAND, TRUSTEE -Borrower

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

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

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

*please see attached  
loose certificate*

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GERALDINE ALANO  
Commission # 1581510

BK- 1208  
PG- 3741

For An Individual Trustee Borrower:

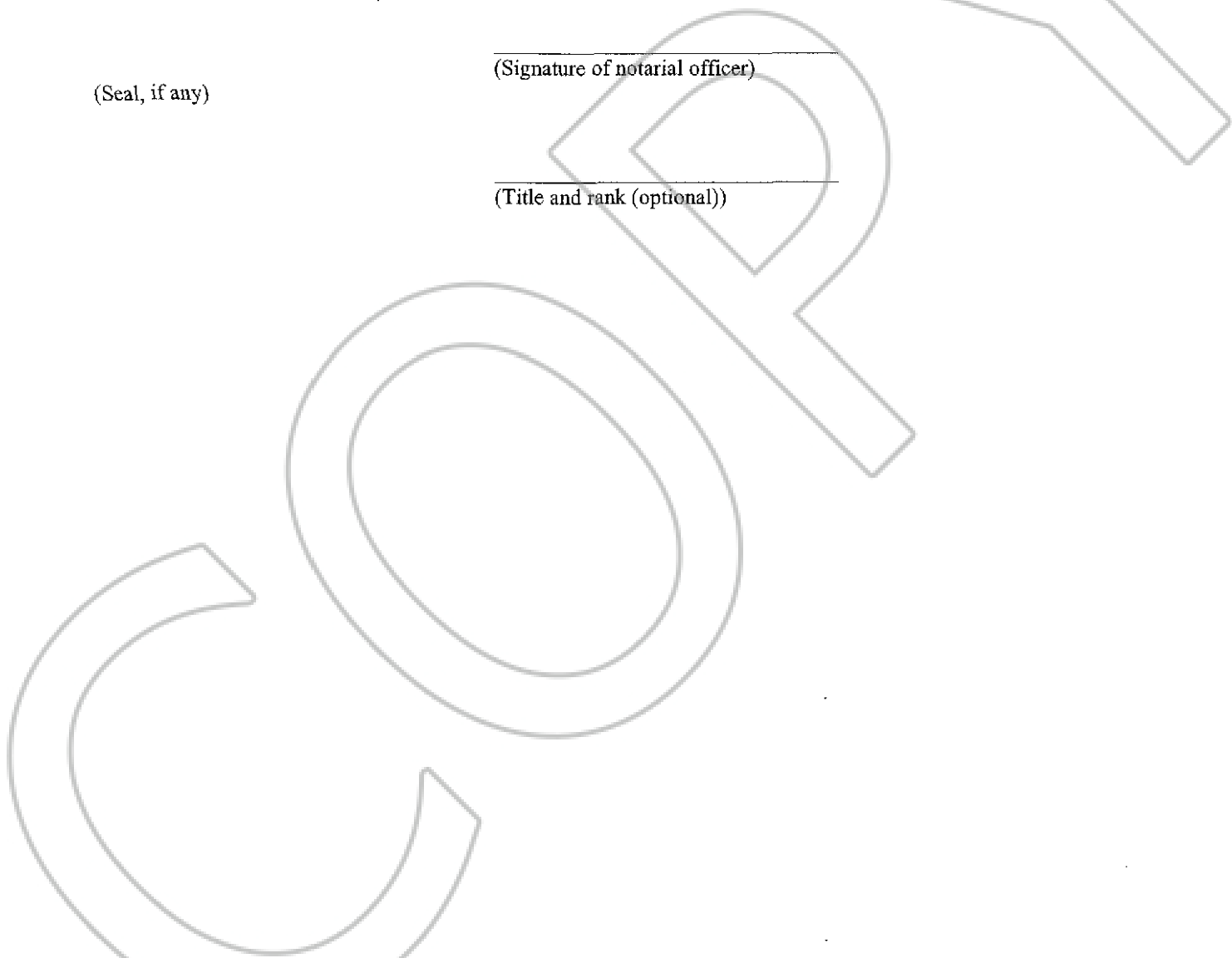
State of Nevada  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_  
(name(s) of person(s)) as  
\_\_\_\_\_  
(type of authority, e.g., officer, trustee,  
etc.) of \_\_\_\_\_ (name of party on behalf of  
whom instrument was executed).

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

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



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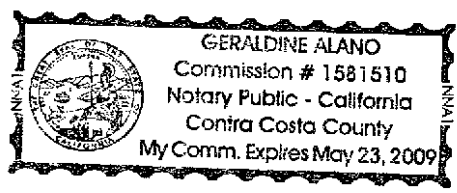
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BK- 1208  
PG- 3742

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of CONTRA COSTA

On Dec 05, 2008 before me, GERALDINE ALANO, Notary  
Date Here Insert Name and Title of the Officer  
personally appeared MARK KELLY SWEETLAND and  
Name(s) of Signer(s)  
Jenny Anna Sweetland



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Geraldine Alano  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: SHORT FORM OPEN END DEED OF TRUST  
Document Date: Dec 05, 2008 Number of Pages: 5 incl acknowledg  
Signer(s) Other Than Named Above: N/A

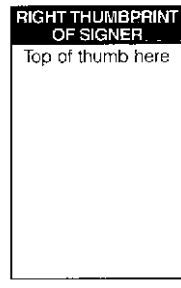
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: 20083126100007  
Account: 117-117-0475068-1998

Wells Fargo Bank, N.A.

### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on **DECEMBER 04, 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 **MARK REILLY SWEETLAND And JENNY ANNA SWEETLAND** (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:

**996 SKYLAND DRIVE, ZEPHYR COVE, NEVADA 89448**

[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 **SWEETLAND REVOCABLE** (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.

  
MARK REILLY SWEETLAND

  
JENNY ANNA SWEETLAND

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

