

DOC # 735360
01/06/2009 10:59AM Deputy: DW
OFFICIAL RECORD
Requested By:
WESTERN TITLE INC CARSON
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-109 PG-449 RPTT: 0.00



APN# : 1220-01-002-064

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 022236-LMS

When Recorded Mail To:

Wells Fargo Bank, N.A.

Attn: Document Mgt.

MAC B6955-013

P.O. Box 31557

Billings, MT 59107-9900

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature

Anu Wright

Escrow Agent

This Deed of Trust is second and subordinate to a Deed of Trust in the amount of \$ 417,000- recording concurrently herewith.

Short Form Open-End Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

Assessor's Parcel Number: 1220-01-002-064

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

This instrument was prepared by:
Wells Fargo Bank, N.A.
TERESA ROGERS, DOCUMENT PREPARATION
WFHE 1 HOME CAMPUS X2303.01C
DES MOINES, IOWA 50328
858-521-4053

[Space Above This Line For Recording Data]

Reference number: 20083304500026

Account number: 650-650-8979635-1XXX

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 31, 2008, together with all Riders to this document.
- (B) "Borrower" is DAVID J. YERKE & VIRGINIA STEEL, TRUSTEES OF THE YERKE STEEL FAMILY TRUST DATED MAY 1, 2006. 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 31, 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 THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) 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 31, 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, 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 (11/15/2008)



Documents Processed 12-30-2008, 16:15:26



BK-109
PG-450

735360 Page: 2 of 7 01/06/2009

(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]

SEE ATTACHED EXHIBIT

which currently has the address of 1202 GOLDEN EAGLE COURT
[Street]
GARDNERVILLE, Nevada 89410-0000 ("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 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.

David J. Yerke, Trustee
DAVID J. YERKE TRUSTEE -Borrower

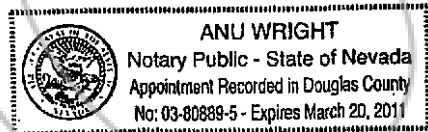
Virginia Steel, Trustee
VIRGINIA STEEL, TRUSTEE -Borrower

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

This instrument was acknowledged before me on December 31, 2008 (date)
by David J. Yerke, Trustee and Virginia Steel, Trustee
(name(s) of person(s)).

(Seal, if any)

Anu Wright
(Signature of notarial officer)
notary
(Title and rank (optional))



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))

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#4812-7270-3489v2 (11/15/2008)

(page 4 of 4 pages)



Documents Processed 12-30-2008, 16:15:26



BK-109
PG-453

735360 Page: 5 of 7 01/06/2009

Reference: 20083304500026
Account: 650-650-8979635-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on **DECEMBER 31, 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 **DAVID J. YERKE And VIRGINIA STEEL** (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:

1202 GOLDEN EAGLE COURT, GARDNERVILLE, NEVADA 89410-0000

[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:

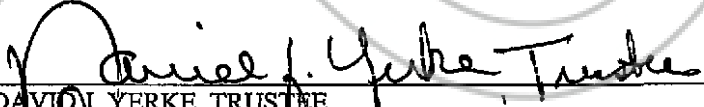
With respect to the **DAVID J. YERKE & VIRGINIA STEEL TRUSTEES OF THE YERKE STEEL FAMILY TRUST** (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument 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.



DAVID J. YERKE, TRUSTEE



VIRGINIA STEEL, TRUSTEE

Attach this Rider to the Security Instrument before Recording

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Being a portion of the Southwest ¼ of Section 1, Township 12 North, Range 20 East further described as follows:

Lot 4, in Block B, as set forth on the Final Map #PD01-19 for STERLING RANCH ESTATES, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the County Recorder of Douglas County, State of Nevada, September 17, 2002, Book 0902, Page 5372, as Document No. 552347, and by Certificate of Amendment recorded March 26, 2003, in Book 0303, Page 12541, as Document No. 571358

**Assessor's Parcel Number(s):
1220-01-002-064**

