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Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-0209 PG- 1052 RPTT: 0.00



This instrument was prepared by:  
Wells Fargo Bank, N.A.  
STACY V LEUCHS, DOCUMENT PREPARATION  
11601 N. BLACK CANYON HWY  
PHOENIX, ARIZONA 85029  
866-656-9659

[Space Above This Line For Recording Data]

Reference number: 20083243366467

Account number: 650-650-8997090-1XXX

**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 JANUARY 06, 2009, together with all Riders to this document.
- (B) "Borrower" is MARCEL NEIGER AND ELIZABETH ANNE NEIGER, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON. 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 JANUARY 06, 2009. 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, EIGHTY THOUSAND AND 00/100THS Dollars (U.S. \$80,000.00) 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 February 06, 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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HCWF#4812-7270-3489v2 (11/15/2008)



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]

**SEE ATTACHED EXHIBIT**

which currently has the address of \_\_\_\_\_ 102 ASPEN \_\_\_\_\_  
[Street]  
STATELINE, Nevada 89449 ("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 copy of the Master Form Deed of Trust has been provided to Borrower.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT  
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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.

Marcel Neiger  
MARCEL NEIGER -Borrower

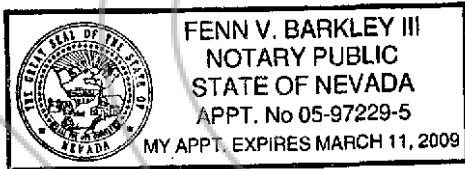
Elizabeth Anne Neiger  
ELIZABETH ANNE NEIGER -Borrower

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

This instrument was acknowledged before me on 01/08/2009 (date)  
by Marcel Neiger, Elizabeth Anne Neiger  
(name(s) of person(s)).

(Seal, if any)

Fenn Barkley III  
(Signature of notarial officer)  
  
(Title and rank (optional))



**EXHIBIT A**

Reference: 20083243366467

Account: 650-650-8997090-1998

**Legal Description:**

**ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: PARCEL 1 LOT 26, AS SHOWN ON THE MAP OF ASPEN VALLEY SUBDIVISION UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 15, 1966, IN BOOK 1 OF MAPS DOCUMENT NO. 34571. EXCEPTING THEREFROM ALL THAT PORTION OF LOT 26, AS SHOWN ON THE MAP OF ASPEN VALLEY SUBDIVISION UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 15, 1966 IN BOOK 1 OF MAPS, DOCUMENT NO. 34571, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH 79 DEGREES 49 MINUTES 41 SECONDS EAST 63.77 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 41 SECONDS WEST 64.91 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 19 SECONDS EAST 12.10 FEET TO TRUE POINT OF BEGINNING. PARCEL II ALL THAT PORTION OF LOT 25, AS SHOWN ON THE MAP OF ASPEN VALLEY SUBDIVISION UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER, OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 15, 1966 IN BOOK 1 OF MAPS, DOCUMENT NO. 34571, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE AT THE SOUTHEAST CORNER OF LOT 25 WHICH BEARS NORTH 79 DEGREES 49 MINUTES 41 SECONDS WEST 15.00 FEET; THENCE NORTH 79 DEGREES 49 MINUTES 41 SECONDS WEST 41.00 FEET; THENCE NORTH 10 DEGREES 10 MINUTES 19 SECONDS EAST 10.00 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 57 SECONDS EAST 22.86 FEET; THENCE SOUTH 43 DEGREES 55 MINUTES 51 SECONDS EAST 22.70 FEET TO THE TRUE POINT OF BEGINNING.**

Exhibit A, CDP, V1 07/2004



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