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Wells Fargo Bank, N.A.
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OFFICIAL RECORD
Requested By:
AMERICAN TITLE INC

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 6 Fee: BK-0309 PG-3014 RPTT:

44.00



This instrument was prepared by:
Wells Fargo Bank, N.A.
MALINDA J COLE, DOCUMENT PREPARATION
11601 N. BLACK CANYON HWY
PHOENIX, ARIZONA 85029
866-537-8489

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI#_200901081032

[Space Above This Line For Recording Data]

Reference number: 20090027500113

Account number: 650-650-9012774-1XXX

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 <u>FEBRUARY 23, 2009</u>, together with all Riders to this document.
- (B) "Borrower" is BARBARA P. GRABSKI, AKA BARBARA GRABSKI, TRUSTEE OF THE BARBARA G. LIVING TRUST, UTD MAY 24, 2005. 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 <u>FEBRUARY 23, 2009</u>. 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, <u>FIFTY THOUSAND AND 00/100THS</u> Dollars (U.S. \$50,000,00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than <u>seven (7) calendar days after March 23, 2049</u>.
- (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 NEVADA SHORT FORM OPEN-END SECURITY INSTRUMENT (page 1 of 4 pages) HCWF#4812-7270-3489v2 (02/21/09)

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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.

(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		
X Third Party Rider	See attached Exhibit B	
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 <u>Douglas</u>
[Type of Recording Jurisdiction]	[Name of Recording Jurisdiction]

THE REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: ALL THAT PIECE OR PARCEL OF LAND SITUATE IN DOUGLAS COUNTY, NEVADA, BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS: PARCEL 1, AS SHOWN ON PARCEL MAP FOR MILLARD REALTY AND CONSTRUCTION CO., FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA ON OCTOBER 24, 1984, AS FILE NO. 109210.

which currently has the address of			1896 PALOMINO LN			
and the same of th			1 1	[Street]		
	GARDNERVILLE	, Nevada	/ 89	9410	("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.

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 <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.

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.

Barbara Grakethi Trus	the
BARBARA GRABSKI, TRUSTEE OF THE BARB.	ARA G. LIVING TRUST, UTD MAY 24,
2005	-Borrower
For An Individual Acting In His/Her Own Right:	
State of Nevada	\ Y /
County of <u>Douglas</u>	
3/	
This instrument was acknowledged before me on _	(date)
by	(() () ()
	(name(s) of person(s)).
	\ \ \
	(Signature of notarial officer)
(Seal, if any)	(Olginizate of Housilat offices)
	(Title and rank (optional))
	(
	/ /

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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For An Individual Trustee Borrower:
State of Nevada County of Doug (a S
This instrument was acknowledged before me on February 73 (date) by Barbara Grabski
(name(s) of person(s))as
etc.) of the Barbara G. Living Trust, UTD may 24, 2005 (name of party on behalf of
whom instrument was executed).
Susan Mohling
(Signature of notarial officer)
(Seal, if any)
SUSAN MOHLING NOTARY PUBLIC - STATE OF NEVADA COUNTY OF DOUGLAS APPT. No. 08-6743-5 MY APPT EYERSES MARCH 97 0000

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#4812-7270-3489v2 (02/21/09)

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Wells Fargo Bank, N.A.

Exhibit B

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>FEBRUARY 23, 2009</u> 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 <u>BARBARA P GRABSKI</u> (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank, N.A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1896 PALOMINO LN, GARDNERVILLE, NEVADA 89410

[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 <u>THE BARBARA G. LIVING TRUST</u> (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.

BARBARA GRABSKI, TRUSTEE OF THE BARBARA G. LIVING TRUST, UTD MAY 24,

2005

Attach this Rider to the Security Instrument before Recording

3rd Party Rider, HCWF#132.v10 (11/15/2008)

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Wells Fargo Bank, N.A.

Account#: 650-650-9012774-1XXX Reference #: 20090027500113

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.

Jeff Johnson

Signature of person making affirmation

NV SSN AFF HCWF#903v1 (12/13/05)

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