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DOC # 0739600
03/16/2009 11:06 AM Deputy: DW
OFFICIAL RECORD
Requested By:
AMERICAN TITLE INC

Assessor's Parcel Number: 1220-09-810-068

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010
ATI# 200812220957

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0309 PG- 3540 RPT: 0.00



This instrument was prepared by:
Wells Fargo Bank, N.A.
✓ JOE L GALLARDO, DOCUMENT PREPARATION
11601 N. BLACK CANYON HWY
PHOENIX, ARIZONA 85029
866-537-8489

[Space Above This Line For Recording Data]

Reference number: 20083487100073

Account number: 651-651-2691376-1XXX

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 31, 2009, together with all Riders to this document.
- (B) "Borrower" is KATHERINE C. DILLION AND TERRY J. MURPHY, TRUSTEES OF THE DILLON-MURPHY FAMILY TRUST DATED 08/16/01. 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 31, 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, FIFTY-FOUR THOUSAND AND 00/100THS Dollars (U.S. \$54,000.00) 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 28, 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)



(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 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 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]

APN: ~~388~~ 1220-09-810-068

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 320, AS SAID LOT IS SHOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS, FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.

which currently has the address of _____ 1041 ARROWHEAD DR _____
[Street]
GARDNERVILLE, Nevada 89460 ("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

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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HCWF#4812-7270-3489v2 (11/15/2008)



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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.

Terry J. Murphy, Trustee
TERRY J. MURPHY, TRUSTEE OF THE DILLON-MURPHY FAMILY TRUST DATED
08/16/01 -Borrower

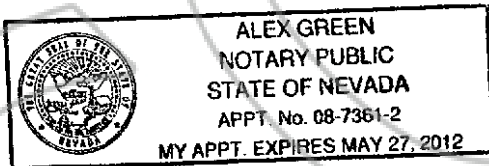
Katherine C. Dillion, Trustee
KATHERINE C. DILLION, TRUSTEE OF THE DILLON-MURPHY FAMILY TRUST DATED
08/16/01 -Borrower

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

This instrument was acknowledged before me on 02/02/2009 (date)
by Katherine C. Dillion and Terry J. Murphy
(name(s) of person(s)).

(Seal, if any)

Alex Green
(Signature of notarial officer)
ALEX GREEN
(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)



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PG- 3543
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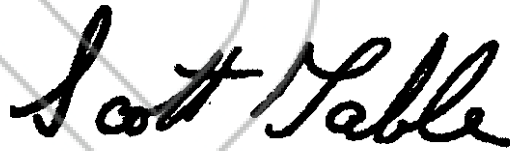
Wells Fargo Bank, N.A.

Account#: 651-651-2691376-1XXX

Reference #: 20083487100073

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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BK- 0309
PG- 3544
03/16/2009

Reference: 20083487100073
Account: 651-651-2691376-1998

Wells Fargo Bank, N.A.

Exhibit B

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JANUARY 31, 2009 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 TERRY J MURPHY And KATHERINE C DILLION (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:

1041 ARROWHEAD DR, GARDNERVILLE, NEVADA 89460
[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 THE DILLON-MURPHY 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.

Terry J. Murphy, Trustee 2/2/09
TERRY J. MURPHY, TRUSTEE OF THE DILLON-MURPHY FAMILY TRUST DATED
08/16/01

Katherine C. Dillion, Trustee 2/2/09
KATHERINE C. DILLION, TRUSTEE OF THE DILLON-MURPHY FAMILY TRUST DATED
08/16/01

Attach this Rider to the Security Instrument before Recording

