

Assessor's Parcel Number: 1318-23-611-018

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.
DREW NIESLANIK, DOCUMENT PREPARATION
1 HOME CAMPUS X2303-04U
DES MOINES, IOWA 50328
800-443-3486

[Space Above This Line For Recording Data]

Reference number: 20090194500075

Account number: 650-650-9120759-1XXX

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 MARCH 20, 2009, together with all Riders to this document.
- (B) "Borrower" is WILLIAM KIRSCHNER, A SINGLE PERSON. 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 MARCH 20, 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, ONE HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100THS Dollars (U.S. \$194,250.00) 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 April 20, 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

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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]:

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 251 TERRACE VIEW DRIVE
[Street]
STATELINE, Nevada 89449-0000 ("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 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.

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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.

William Kirschner
WILLIAM KIRSCHNER -Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Carson City

This instrument was acknowledged before me on MARCH 23, 2009 (date)
by William Kirschner

(name(s) of person(s)).



Karen Bice
(Signature of notarial officer)
Notary Public
(Title and rank (optional))

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Wells Fargo Bank, N.A.

Account#: 650-650-9120759-1XXX
Reference #: 20090194500075

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)



1/1

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EXHIBIT "A"
Legal Description

All that portion of Lot 5, Block C, as shown on the Map of FOOTHILL ESTATES, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 13, 1962, as Document No. 21266, more particularly described as follows:

BEGINNING, at the Northwest corner of said Lot 5; thence South $84^{\circ}44'51''$ East, a distance of 81.17 feet to a point on the Easterly line of that certain easement as described in Book 53, page 789, of the Official Records of Douglas County; thence along the Easterly line South $00^{\circ}03'45''$ East, a distance of 27.44 feet and South $18^{\circ}46'55''$ West, a distance of 55.52 feet to a point on the Southerly line of said Lot 5; thence North $84^{\circ}44'51''$ West a distance of 94.30 feet; thence North $38^{\circ}35'47''$ East a distance of 20.45 feet to the beginning of a tangent curve to the left with a radius of 75 feet; and a central angle of $33^{\circ}20'38''$; thence along said curve an arc length of 43.65 feet; thence North $05^{\circ}15'09''$ East, a distance of 23.00 feet to the Point of Beginning.

Lots 6 and 7, Block C, as shown on the map of FOOTHILL ESTATES, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 13, 1962, as Document No. 21266, excepting therefrom all that portion of said Lots 6 and 7 more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 6; thence South $00^{\circ}09'17''$ West, a distance of 76.93 feet; thence North $88^{\circ}55'48''$ West a distance of 131.01 feet to a point on the Northerly line of said Lot 7; thence North $09^{\circ}00'20''$ West, a distance of 17.15 feet; thence South $80^{\circ}59'40''$ West, a distance of 61.33 feet to a point on the Easterly line of that certain easement as described in Book 53, page 789, of the Official Records of Douglas County; thence along the Easterly line North $01^{\circ}31'25''$ West, a distance of 30.35 feet; thence North $18^{\circ}46'55''$ East, a distance of 56.06 feet to a point on the Northerly line Lot 6; thence along the Northerly line South $84^{\circ}44'51''$ East, a distance of 177.62 feet to the Point of Beginning.

The above metes and bounds description was previously described in document recorded July 1, 1993, in Book 793, page 133, as Document No. 311473, Official Records of Douglas County, State of Nevada.

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Order Number: 00170214

