

18-

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0709 PG-0053 RPTT: 0.00



Assessor's Parcel Number:

1420-35-410-020

After Recording Return To:

Wachovia Bank, National Association

Retail Credit Servicing

P. O. Box 50010

Roanoke, VA 24022

This instrument was prepared by:

SARAI GREEN

Wachovia Bank, National Association

Retail Credit Servicing

P. O. Box 50010

Roanoke, VA 24022

(Space Above This Line For Recording Data)

SHORT FORM OPEN-END DEED OF TRUST

Being recorded pursuant to NEV. REV. STAT. ANN. § 111.353 (2006).

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 10, 12, 17, 19 and 20 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 15 of the Master Form.

"Master Form" means that certain Master Form Mortgage recorded in the Office of the Recorder on May 14 2008, in Book/Volume 0508, beginning at Page Number 3685, or Instrument No. 0723341, for land situate in the County of DOUGLAS.

(A) "Security Instrument" means this document, which is dated 22 May, 2009, and the Master Form.

(B) "Borrower" is ROBERT D GOODE
DONNA C GOODE

(C) "Trustor" is DONNA C GOODE, A MARRIED WOMAN AS TO AN UNDIVIDED 75 PERCENT INTEREST; ROBERT D GOODE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 25 PERCENT INTEREST;

(D) "Lender" is Wachovia Bank, National Association. Lender is a national banking association organized and existing under the laws of the United States of America. Lender's address is Wachovia Bank, National Association, 301 South College Street, VA 0343, Charlotte, NC 28288-0343. Lender is ***0911400156***

the beneficiary under this Security Instrument.

(E) "Trustee" is First American Title Insurance Company of Nevada, whose mailing address is 3760 Pecos-McLeod Interconnect, #7, Las Vegas, NV 89121.

(F) "Debt Instrument" means the open-end line of credit agreement or other credit instrument signed by Borrower and dated 05/22/09. The Debt Instrument states that Lender is owed, or may be owed, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 100000.00 plus interest to be repaid in Periodic Payments and in full not later than 05/21/39. Lender is absolutely obligated under the terms of the Debt Instrument to make advances to Borrower so long as Borrower and Trustor comply with the terms of the Debt Instrument and Security Instrument.

(G) "Property" means the property located at

2620 SKYLINE DRIVE

MINDEN NV 89423

("Property Address")

and that is further described below under the heading "Transfer of Rights in the Property."

(H) "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.

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 Trustor's covenants and agreements under this Security Instrument and Borrower's covenants and agreements under the Debt Instrument. For this purpose, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DOUGLAS, State of Nevada:

DEED DATE:04/06/06 RECORDED: 06/05/06 BOOK/INST: 606 PAGE: 1160

PARCEL/TAX ID #:1420-35-410-020 TWP/BORO:CITY OF MINDEN

*****SEE ATTACHED LEGAL DESCRIPTION*****

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. If the Property is a multifamily (2-4 family) dwelling, then the following items now or hereafter attached to the Property to the extent they are fixtures are also covered by this Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

If the Property includes a unit in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project") and if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Trustor's interest in the Owners Association and the uses, proceeds and benefits of Trustor's interest.

If the Property is a part of a planned unit development (the "PUD"), the Property also includes Trustor's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Trustor's interest.

0911400156

TRUSTOR COVENANTS that Trustor 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. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (J) through and including paragraph (Q) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 26 of the Master Form, are incorporated into this Security Instrument by reference. Borrower and Trustor acknowledge having received a copy of the Master Form and agree to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference).

For Individual Trustors:

[Signature] (Seal)
Trustor **ROBERT D GOODE**

[Signature] (Seal)
Trustor **DONNA C GOODE**

Trustor (Seal)

Trustor (Seal)

Trustor (Seal)

Trustor (Seal)

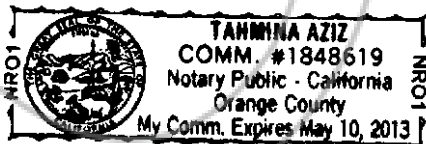
For an Individual (on individual's own behalf or as a sole proprietor):

State of California

County of Orange

This instrument was acknowledged before me on the 9th day of June, 2009,
by ROBERT D GOODE
DONNA C GOODE

(Place Notary Stamp Here)



[Signature]
Notary Public

Tahmina Aziz
Notary Public Name (Printed or Typed)

1848619
Certificate of Appointment Number

My Commission Expires: 5/10/2013

For Non-Individual Trustors:

Trustor _____

By: _____ By: _____
Title: _____ Title: _____
By: _____ By: _____
Title: _____ Title: _____

For Non-Individuals:

State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 20____,
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).

(Place Notary Stamp Here)

Notary Public

Notary Public Name (Printed or Typed)

Certificate of Appointment Number
My Commission Expires: _____

Initials: RDG
ROBERT D GOODE

Initials: DCG
DONNA C GOODE

Initials: _____

Initials: _____

Initials: _____

Initials: _____

EXHIBIT "A"

Legal Description

Reference Number: 0911400156

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF MINDEN BEING KNOWN AS LOT 44 IN BLOCK D AS SET FORTH ON THE FINAL SUBDIVISION MAP FSM NO. 94-04-01 FOR SKY LINE RANCH PHASE I FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON MAY 11, 2001 IN BOOK 0501, OF OFFICIAL RECORDS, PAGE 3298 AS DOCUMENT NO. 514006, DOUGLAS COUNTY, NEVADA. TAX ID: 1420-35-410-020. AND BEING MORE FULLY DESCRIBED IN DEED BOOK 606 PAGE 1160 RECORDED ON 2006-06-05 AMONG THE LAND RECORDS OF DOUGLAS COUNTY, NV. BEING THE SAME PROPERTY CONVEYED TO DONNA C GOODE, ROBERT D GOODE BY DEED FROM ROBERT B CLARK. DATED 2006-04-06, RECORDED 2006-06-05 DEED BOOK 606 PAGE 1160. PARCEL ID NUMBER: 1420-35-410-020

