DOC # 749688
08/27/2009 02:22PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 45.00
BK-809 PG-6564 RPTT: 0.00

A.P.N.: 131803210007

Recording Requested by: LSI When Recorded Return to: Attn: Custom Recording Solutions 2550 North Red Hill Avenue Santa Ana, California 92705 800-756-3524

Order Number: 6845808

## **DEED OF TRUST**

(Title Of Document)

I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by a specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statue (NRS), public program or grant referenced is:

(Insert the NRS, public program or grant referenced on the line above)

Signature

Zymia C Gunn

**Recording Coordinator** 

Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.

# LSI, Local Solutions Fidelity Information Services

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Assessor's Parcel Number: 131803210007

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.
LULU JOHNSON, LOAN SPECIALIST
85 CLEAVELAND RD
PLEASANT HILL, CALIFORNIA 94523
800-400-3339

6845 808

[Space Above This Line For Recording Data]

Reference number: 20091836700055 Account number: 117-117-0510408-0XXX

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 AUGUST 14, 2009, together with all Riders to this document.
- (B) "Borrower" is ROBERT L. UNDERWOOD, AS TRUSTEE OF THE UNDERWOOD REVOCABLE LIVING TRUST, DATED AUGUST 21, 1998 AS AMENDED 9/15/1999. 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 AUGUST 14, 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 MILLION ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$1,100,000.00) 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 August 14, 2010.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 4 pages)

HCWF#4812-7270-3489v2 (02/21/09)

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(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.

(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		\
N/A Other(s) [specify]	N/A	1

(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 o	Recording Jurisdiction]

Parcel 1: Lot 24, as shown on the Map of Skyland Subdivision No. 1, according to the Map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada on February 27, 1958 as File No. 12967. Together with a non-exclusive right of way for access to the waters of Lake Tahoe and for beach and recreational purposes over Lots 32 and 33 as set forth in Deed recorded February 5, 1960 in Book 1, Page 268, File No. 15573, Official Records. Parcel 2: That parcel of land lying between the low water line of Lake Tahoe as it existed on the 12th day of April, 1870, and the property shown on the Map of Skyland Subdivision No. 1, filed in the Office of the Recorder of Douglas County, Nevada, on February 27, 1958, that is appurtenant to Lot 24, as it is shown on said Map. Excepting therefrom all that portion thereof, lying below the natural ordinary high water line of Lake Tahoe.

which currently has the address of		/ 1024 SKYLAND DI	RIVE
		[Street]	
ZEPHYR COVE	, Nevada	89448	("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 NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT (page 2 of 4 pages)

HCWF#4812-7270-3489v2 (02/21/09)

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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 <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.

(Mabel)	Underwood	(trustee)
OBERT L. UND	ERWOOD, TRUSTEE	-Borrower
For An Individual State of Nevada County of	Acting In His/Her Own R	ight:
This instrument	was acknowledged before	me on (date) (name(s) of person(s)).
(Seal, if any)		(Signature of notarial officer)
		(Title and rank (optional))

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 3 of 4 pages)



For An Individual Trustee Borrower: California State of Nevada / County of \_\_ E This instrument was acknowledged before me on 08/18/2007 (date) by Robert L. Underwood, Trustee (name(s) of person(s))as (type of authority, e.g., officer, trustee, Pevocable Living Torust (name of party on behalf of etc.) of The underwood whom instrument was executed). gnature of notarial officer) (Seal, if any) osh Martin (Title and rank (optional)) JOSH MARTIN COMM. #1793260 NOTARY PUBLIC - CALIFORNIA EL DORADO COUNTY My Contin. Expires March 09, 2012



Reference: 20091836700055 Account: 117-117-0510408-0001

Wells Fargo Bank, N.A.

### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>AUGUST 14, 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>ROBERT L. UNDERWOOD</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:

### 1024 SKYLAND DRIVE, ZEPHYR COVE, NEVADA 89448

[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>UNDERWOOD REVOCABLE LIVING</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.

ROBERT L. UNDERWOOD

Attach this Rider to the Security Instrument before Recording

ORDER NO:6845808

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### LEGAL DESCRIPTION

### Exhibit A

The following described property:

### Parcel 1:

Lot 24, as shown on the Map of Skyland Subdivision No. 1, according to the Map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada on February 27, 1958 as File No. 12967.

Together with a non-exclusive right of way for access to the waters of Lake Tahoe and for beach and recreational purposes over Lots 32 and 33 as set forth in Deed recorded February 5, 1960 in Book 1, Page 268, File No. 15573, Official Records.

### Parcel 2:

That parcel of land lying between the low water line of Lake Tahoe as it existed on the 12th day of April, 1870, and the property shown on the Map of Skyland Subdivision No. 1, filed in the Office of the Recorder of Douglas County, Nevada, on February 27, 1958, that is appurtenant to Lot 24, as it is shown on said Map.

Excepting therefrom all that portion thereof, lying below the natural ordinary high water line of Lake Tahoe.

Assessor's Parcel No: 1318-03-210-007