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Assessor's Parcel Number: 1320-36-001-016

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Wells Fargo Bank, N.A.  
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Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 8 Fee: 21.00  
BK-0909 PG- 6493 RPTT: 0.00



✓ AMERICAN TITLE, INC  
PO BOX 641010  
OMAHA NE 68164  
ATI# 200908110094

This instrument was prepared by:

Wells Fargo Bank, N.A.  
GAIL PECHT, DOCUMENT PREPARATION  
2202 W. ROSE GARDEN LANE  
PHOENIX, ARIZONA 85027  
866-537-8489

[Space Above This Line For Recording Data]

Reference number: 20092129800056

Account number: 650-650-9395260-1XXX

**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 AUGUST 28, 2009, together with all Riders to this document.

(B) "Borrower" is JOHN E. LEWIS AND JANET T. LEWIS, AS TRUSTEES OF THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993. 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 28, 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 THOUSAND AND 00/100THS Dollars (U.S. \$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 September 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

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 4 pages)

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



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 1511 SALT BUSH CT  
[Street]  
GARDNERVILLE, Nevada 89410 ("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 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 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.



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.

John E Lewis, TTEE  
JOHN E LEWIS, TRUSTEE OF THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993 -Borrower

Janet T Lewis, TTEE  
JANET T LEWIS, TRUSTEE OF THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993 -Borrower

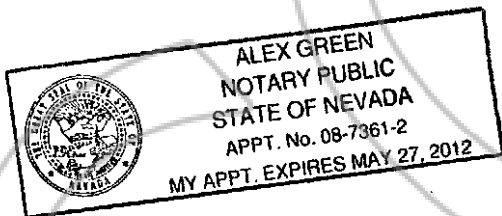
For An Individual Acting In His/Her Own Right:  
State of Nevada  
County of Douglas

This instrument was acknowledged before me on 8/28/2009 (date)  
by John E and Janet T Lewis trustees  
of the Lewis Revocable Trust dated 01/11/1993 (name(s) of person(s)).

(Seal, if any)

[Signature]  
(Signature of notarial officer)

(Title and rank (optional))



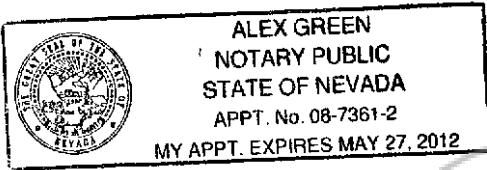
For An Individual Trustee Borrower:

State of Nevada  
County of Douglas

This instrument was acknowledged before me on 8/28/09 (date) by  
John E and Janet T Lewis  
\_\_\_\_\_  
(name(s) of person(s)) as  
trustees (type of authority, e.g., officer, trustee,  
etc.) of the Lewis Revocable trust dated 1/11/93 (name of party on behalf of  
whom instrument was executed).

[Signature]  
\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)



\_\_\_\_\_  
(Title and rank (optional))



EXHIBIT A

Reference: 20092129800056

Account: 650-650-9395260-1998

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED WITHIN THE NW 1/4 OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., WITHIN DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE N 37 DEGREES 46 MINUTES 14 SECONDS E A DISTANCE OF 3,876.36 FEET TO THE TRUE POINT OF BEGINNING, SAID CORNER BEING MARKED BY A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE S 04 DEGREES 15 MINUTES 48 SECONDS W A DISTANCE OF 77.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3090; THENCE S 07 DEGREES 35 MINUTES 09 SECONDS E A DISTANCE OF 330.45 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3090; THENCE N 89 DEGREES 29 MINUTES 37 SECONDS W A DISTANCE OF 68.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE N 89 DEGREES 30 MINUTES 22 SECONDS W A DISTANCE OF 157.65 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIAL BEARING OF N 00 DEGREES 37 MINUTES 02 SECONDS E, AND A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 10 MINUTES 56 SECONDS, AN ARC LENGTH OF 39.35 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIAL BEARING OF N 89 DEGREES 29 MINUTES 42 SECONDS W, AND A RADIUS OF 325.00 FEET, THROUGH A CENTRAL ANGLE OF 39 DEGREES 15 MINUTES 34 SECONDS, AN ARC LENGTH OF 222.69 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE N 38 DEGREES 35 MINUTES 33 SECONDS W A DISTANCE OF 143.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIAL BEARING OF N 51 DEGREES 15 MINUTES 29 SECONDS E, AND A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 51 DEGREES 05 MINUTES 10 SECONDS, AN ARC LENGTH OF 245.20 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3090; THENCE S 88 DEGREES 52 MINUTES 57 SECONDS E A DISTANCE OF 306.68 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED PLS 3209; THENCE S 36 DEGREES 03



MINUTES 23 SECONDS E A DISTANCE OF 205.10 FEET TO THE TRUE POINT OF BEGINNING.

*Legal description previously contained in Book 0609 Page 1808 as Document No. 745775 recorded ON June 23, 2009.*

COPY



Reference: 20092129800056  
Account: 650-650-9395260-1998

Wells Fargo Bank, N.A.

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on **AUGUST 28, 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 **JOHN E LEWIS And JANET T LEWIS** (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:

**1511 SALTBUSH CT, 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 **THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993** (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.

*John E Lewis, TTEE*  
\_\_\_\_\_  
JOHN E LEWIS, TRUSTEE OF THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993

*Janet T Lewis, TTEE*  
\_\_\_\_\_  
JANET LEWIS, TRUSTEE OF THE LEWIS REVOCABLE TRUST, DATED JANUARY 11, 1993

**Attach this Rider to the Security Instrument before Recording**



Wells Fargo Bank, N.A.

Account#: 650-650-9395260-1XXX  
Reference #: 20092129800056

### 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

