

DOC # 752929
10/28/2009 01:30PM Deputy: DW
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-1009 PG-5819 RPTT: 0.00



APN 1318-03-110-002

Recording Requested By:
Stewart Title of Nevada
1886 College Parkway
Carson City, NV 89706
1022172DR

SHORT FORM OPEN END DEED OF TRUST
(Title of Document)

*THIS DEED OF TRUST IS BEING RE-RECORDED TO ADD THE THIRD PARTY RIDER

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.



BK-1009
PG-5820

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DOC # 752734
10/23/2009 03:32PM Deputy: DW
OFFICIAL RECORD
Requested By:
STEWART TITLE - DOUGLAS
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-1009 PG-4959 RPTT: 0.00

Assessor's Parcel Number: 1318-03-110-002

1022172PR
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.
WILLIE CAMARA, LOAN SPECIALIST
85 CLEVELAND ROAD
PLEASANT HILL, CALIFORNIA 94523
925-975-4943

[Space Above This Line For Recording Data]

Reference number: 20092186800030

Account number: 117-117-0514187-0XXX

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 OCTOBER 14, 2009, together with all Riders to this document.

(B) "Borrower" is H. ROBERT FREIHEIT AND DENISE ANN FREIHEIT, TRUSTEES OF THE FREEDOM TRUST DATED MAY 24, 1994. 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 OCTOBER 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 TWO HUNDRED FIFTY-ONE THOUSAND AND 00/100THS Dollars (U.S. \$251,000.00) 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 October 14, 2039.

(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)





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.

H. Robert Freiheit
H. ROBERT FREIHEIT, TRUSTEE -Borrower

Denise Ann Freiheit
DENISE ANN FREIHEIT, TRUSTEE -Borrower

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

This instrument was acknowledged before me on October 19, 2009 (date)
by H. Robert Freiheit & Denise Ann Freiheit
(name(s) of person(s)).



[Signature]
(Signature of notarial officer)

(Title and rank (optional))





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PG-5823

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BK-1009
PG-4962

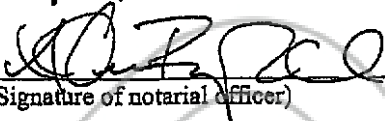
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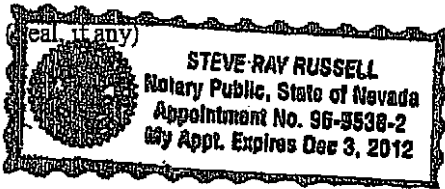
For An Individual Trustee Borrower:

State of Nevada

County of Washoe

This instrument was acknowledged before me on 10/19/09 (date) by
Mr. Robert Fraiheid and Denise Ann Fraiheid
(name(s) of person(s)) as
Trustee (type of authority, e.g., officer, trustee,
etc.) of Freedom Trust Dated May 24, 1994 (name of party on behalf of
whom instrument was executed).


(Signature of notarial officer)



(Title and rank (optional))





Reference: 20092186800030
Account: 117-117-0514187-0001

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on **OCTOBER 14, 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 **H. ROBERT FREIHEIT And DENISE ANN FREIHEIT** (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:

1095 MYRON COURT, 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:

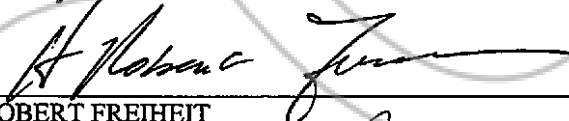
With respect to the **FREEDOM** (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

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.

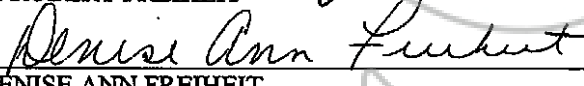
Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the 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.



H. ROBERT FREIHEIT



DENISE ANN FREIHEIT

Attach this Rider to the Security Instrument before Recording

