

DOC # 752967  
10/29/2009 10:59AM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
LSI -AQUA  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 8 Fee: 21.00  
BK-1009 PG-6057 RPTT: 0.00



A.P.N.: 1318-15-111-069  
**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: 7299249

**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 Statute (NRS), public program or grant referenced is:

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

Ricardo Marquez Recording Coordinator  
Signature Title  
Ricardo Marquez

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.



Assessor's Parcel Number: 1318-15-111-069

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.  
JO ANN HERNANDEZ, LOAN SPECIALIST  
85 CLEVELAND RD  
PLEASANT HILL, CALIFORNIA 94523  
800-400-3339

7299249

[Space Above This Line For Recording Data]

Reference number: 20092596600038

Account number: 117-117-0517054-1XXX

**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 OCTOBER 08, 2009, together with all Riders to this document.

(B) "Borrower" is MCLANE TILTON AND ADELLE D. TILTON, TRUSTEES OF THE A & M TILTON 1996 TRUST U/D JANUARY 4, 1996. 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 08, 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, FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$500,000.00) 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 November 08, 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

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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]:

- N/A Leasehold Rider
- X Third Party Rider
- N/A 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 191 LAKESHORE BLVD. #120  
[Street]  
ZEPHRY 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 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.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 2 of 4 pages)

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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.

Mclane Tilton TEE  
MCLANE TILTON, TRUSTEE

-Borrower

Adelle D. Tilton  
ADELLE D. TILTON, TRUSTEE

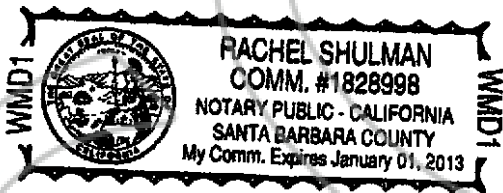
-Borrower

For An Individual Acting In His/Her Own Right:  
State of ~~Nevada~~ California  
County of Santa Barbara

This instrument was acknowledged before me on 10/20/2009 (date)  
by Mclane Tilton and Adelle D. Tilton  
(name(s) of person(s)).

(Seal, if any)

Rachel Shulman  
(Signature of notarial officer)  
RACHEL SHULMAN  
Notary Public  
(Title and rank (optional))





For An Individual Trustee Borrower:

State of ~~Nevada~~ <sup>NS</sup>  
County of Santa Barbara

This instrument was acknowledged before me on 10/20/2009 (date) by  
McLane Tilton and Adelle D. Tilton  
\_\_\_\_\_  
(name(s) of person(s)) as  
Trustees (type of authority, e.g., officer, trustee,  
etc.) of A and M Tilton 1996 Trust (name of party on behalf of  
whom instrument was executed).

Rachel Shulman  
(Signature of notarial officer)

(Seal, if any)

RACHEL SHULMAN

Notary Public

(Title and rank (optional))





Reference: 20092596600038  
Account: 117-117-0517054-1998

Wells Fargo Bank, N.A.

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on **OCTOBER 08, 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 **A & M TILTON 1996 TRUST And MCLANE TILTON, TRUSTEE And ADELLE D. TILTON, TRUSTEE** (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:

**191 LAKESHORE BLVD. #120, ZEPHRY 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 **A & M TILTON 1996** (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.

  
\_\_\_\_\_  
MCLANE TILTON

  
\_\_\_\_\_  
ADELLE D. TILTON

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



LEGAL DESCRIPTION

**Exhibit A**

The following described property:

Parcel No. 1:

Unit No. 120, as shown on the Official Plat of Pinewild, Unit No. 2, filed for Record in the Office of the County Recorder, Douglas County, Nevada, on October 23, 1973, Book 1073, Page 1058, as Document No. 69660.

Parcel No. 2:

The exclusive right to the use and possession of those certain patio areas adjacent to said Unit designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1, above.

Parcel No. 3:

An undivided interest as tenants in common as such interest is set forth in Book 377, Page 417, of the Real Property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, recorded March 11, 1974, in Book 374 of Official Records, at Page 193, and Supplemental to Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, recorded March 9, 1977, in Book 377 of Official Records at Page 411, as Limited Common Area and thereby allocated to the Unit described in Parcel No. 1 above, excepting non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas as defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

Parcel No. 4:

Non-exclusive easements appurtenant to Parcel No. 1, above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas defined and set forth in the Declaration of Covenants, Conditions and Restrictions of Pinewild more particularly described in the description of Parcel No. 3, above.



Assessor's Parcel No: 1318-15-111-069

COPY