Assessor's Parcel Number: 1220-16-810-084

DOC # 0762440
04/22/2010 02:45 PM Deputy: SG
OFFICIAL RECORD
Requested By:
AMERICAN TITLE, INC

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 4 Fee: BK-0410 PG-4203 RPTT:



17.00

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Acres electing designation

Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010
ATI# 201003714

This instrument was prepared by:
Wells Fargo Bank, N.A.
CARRIE MARQUARDT, DOCUMENT PREPARATION
1801 PARKVIEW DR
SHOREVIEW, MINNESOTA 55126-5030
602-328-3399

[Space Above This Line For Recording Data]

Reference number: 20100567600041 Account number: 650-650-9670837-1XXX

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 APRIL 02, 2010, together with all Riders to this document.
- (B) "Borrower" is JOSEPH T. APPLE AND LISA M. APPLE, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank</u>, N.A.. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. 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 APRIL 02, 2010. 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, THIRTY-SEVEN THOUSAND AND 00/100THS Dollars (U.S. \$37,000.00) 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 May 02, 2050.
- (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 principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt NEVADA SHORT FORM OPEN-END SECURITY INSTRUMENT (page 1 of 3 pages) HCWF#4812-7270-3489v2 (02/21/09)

Documents Processed 04-02-2010, 14:44:34

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	(
N/A 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 <u>August 14, 2007</u>, and recorded on <u>September 07, 2007</u>, as Instrument No. <u>0708893</u> in Book/Volume <u>0907</u> at Page <u>1382 - 1392</u> of the Official Records in the Office of the Recorder of <u>Douglas</u> 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]

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 20, BLOCK H, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 10, 1967, AS DOCUMENT NO. 35914.

which currently has the address of	813 GALENA CT		
GARDNERVILLE	, Nevada	[Street] 89460	("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 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

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 2 of 3 pages)

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



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.

Joseph I Cyle	
JOSEPH T APPLE	-Borrower
Man apple	
LISA M APPLE	Вогтоwег
	\ \
))
For An Individual Acting In His/Her Own Right:	/ /
State of Nevada	
County of Dova las	/ /
This instrument was acknowledged before me on April 2.3	010 (date)
	pole
(name(s) of	
	V - V
MY lett	Mula
(Signature of nota	rial officer)
(Seal, if any)	,
Notacit	Ublic
MELISSA AGUILAR NOTARY PUBLIC (Title and rank (or	
STATE OF NEVADA	·,,

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Wells Fargo Bank, N.A.

Account#: 650-650-9670837-1XXX Reference #: 20100567600041

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

NV SSN AFF HCWF#903v1 (12/13/05)