

DOC # 769941  
09/07/2010 08:38AM Deputy: KE  
OFFICIAL RECORD  
Requested By:  
LSI -AQUA  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: 20.00  
BK-910 PG-1027 RPTT: 0.00



A.P.N.: 1320-31-515-004  
**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: 9352705

**SHORT FORM OPEN-END DEED OF TRUST**

(Title Of Document)

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (Per NRS 239B.030)

**-OR-**

I the undersigned hereby affirm that this document submitted for recording contains social security number of a person or persons as required by law:

\_\_\_\_\_  
(State specific law)

*Ricardo Marquez*  
\_\_\_\_\_  
Signature  
Ricardo Marquez

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.



Assessor's Parcel Number: 1320-31-515-004

~~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.  
ROBERT PATUBO, LOAN SPECIALIST  
85 CLEVELAND RD  
PLEASANT HILL, CALIFORNIA 94523  
800-400-3339

9352705

[Space Above This Line For Recording Data]

Mortgage Broker's Name  
NV License # \_\_\_\_\_

Reference number: 20101817600061

Account number: 117-117-0552453-1XXX

**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 10, 2010, together with all Riders to this document.

(B) "Borrower" is SUZANNE MERRILL NEWELL, TRUSTEE OF THE S.M. NEWELL 2006 TRUST, DATED APRIL 11, 2006. 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 10, 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, ONE HUNDRED TWENTY-FOUR THOUSAND AND 00/100THS Dollars (U.S. \$124,000.00) 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 10, 2050.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT" (page 1 of 4 pages)

HCWF#4812-7270-3489v5 (04/08/10)





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 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]

in the County of Douglas, State of Nevada. Lot 1, Block C, as set forth on the Final Map of Mackland Unit No. 2, Phase A, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on August 21, 1989, in Book 889 at Page 2804, Douglas County, Nevada, as Document No. 209038. Legal description taken from: deed recorded 10/29/2009, as document number 752982.

which currently has the address of \_\_\_\_\_ 1649 ZALDIA DR  
[Street]  
MINDEN, Nevada 89423 (“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**

**NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT**

(page 2 of 4 pages)

HCWF#4812-7270-3489v5 (04/08/10)





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.

Suzanne Merrill Newell Trustee  
SUZANNE MERRILL NEWELL, TRUSTEE -Borrower

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

This instrument was acknowledged before me on August 10, 2010 (date)  
by Suzanne Merrill Newell  
\_\_\_\_\_  
(name(s) of person(s)).

Brandon Goles  
(Signature of notarial officer)

Notary Public  
(Title and rank (optional))

(Seal, if any)





For An Individual Trustee Borrower:

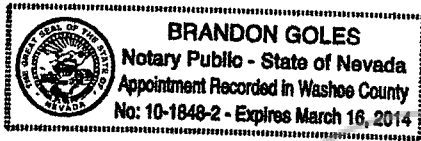
State of Nevada  
County of Washoe

This instrument was acknowledged before me on 8/10/10 (date) by  
Suzanne Merrill Newell  
\_\_\_\_\_  
(name(s) of person(s)) as  
Trustee (type of authority, e.g., officer, trustee,  
etc.) of The S.M. Newell 2006 Trust (name of party on behalf of  
whom instrument was executed).

Brandon Goles  
\_\_\_\_\_  
(Signature of notarial officer)

(Seal, if any)

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





Reference: 20101817600061  
Account: 117-117-0552453-1998

**Wells Fargo Bank, N.A.**

**THIRD PARTY RIDER**

THIS THIRD PARTY RIDER is made on **AUGUST 10, 2010** 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 **SUZANNE MERRILL NEWELL** (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:

**1649 ZALDIA DR, MINDEN, NEVADA 89423**

[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 **S.M. NEWELL 2006** (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.

*Suzanne Merrill Newell*  
\_\_\_\_\_  
SUZANNE MERRILL NEWELL

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





Loan # : 20101817600061

**Exhibit A**

**LEGAL DESCRIPTION**

The following described property:

in the County of Douglas, State of Nevada.

Lot 1, Block C, as set forth on the Final Map of Mackland Unit No. 2, Phase A, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on August 21, 1989, in Book 889 at Page 2804, Douglas County, Nevada, as Document No. 209038.

Legal description taken from: deed recorded 10/29/2009, as document number 752982.

Assessor's Parcel No: 1320-31-515-004

