Assessor's Parcel Number: 1420-28-311-059

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 DOC # 776745
01/11/2011 11:13AM Deputy: DW
OFFICIAL RECORD
Requested By:
AMERICAN TITLE - PLATINU
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-111 PG-2185 RPTT: 0.00

This instrument was prepared by:
Wells Fargo Bank, N.A.
CHRISTINE WILHELM, DOCUMENT PREPARATION
11601 N. BLACK CANYON HIGHWAY
PHOENIX, ARIZONA 85029
866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20103377600026

Account number: 682-682-0193232-1XXX

# 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 <u>DECEMBER 28, 2010</u>, together with all Riders to this document.
- (B) "Borrower" is WAYNE MANNING AND JUDY MANNING, TRUSTEES OF THEIR SUCCESSORS IN TRUST UNDER THE MANNING LIVING TRUST DATED NOVEMBER 22, 2004. 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 <u>DECEMBER 28, 2010</u>. 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, <u>SIXTY-EIGHT THOUSAND SIX HUNDRED ELEVEN AND 00/100THS</u> Dollars (U.S. \$68,611.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than <u>seven (7) calendar days after January 28, 2051</u>.

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 4 pages)

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



//6/45 Page: 2 of 6 01/1

(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 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 <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 County/City</u>, 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	_
ype of Recording Jurisdiction		[Name of Recording Jurisdiction]	

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 127, BLOCK G, AS SHOWN ON THE FINAL MAP #PD99-02-05 FOR SARATOGA SPRINGS ESTATES UNIT 5, A PLANNED DEVELOPMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 4, 2001, IN BOOK 0501, AT PAGE 1402, AS DOCUMENT NO. 513570, AND FURTHER CERTIFICATE OF AMENDMENT RECORDED JULY 17, 2001 AS DOCUMENT NO. 518483. PARCEL NUMBER 1420-28-311-059

which currently has the address of		2832 LA CRESTA COURT	
MINDEN	, Nevada	[Street] <b>89423</b>	("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 NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT (page 2 of 4 pages) HCWF#4812-7270-3489v5 (04/08/10)





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. WAYNE MANNING TRUST DE OF THEIR SUCCESSORS IN TRUST UNDER THE MANNING LIVING TRUST DATED NOVEMBER 22, 2004 -Borrower IN TRUST PDY MANNING TRUSTEL OF THEIR SUCCESSORS UNDER THE MANNING LIVING TRUST DATED NOVEMBER 22, 2004 -Borrower For An Individual Acting In His/Her Own Right: State of Nevada County of This instrument was acknowledged before me on (date) (name(s) of person(s)). (Signature of notarial officer) (Seal, if any) (Title and rank (optional))

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 3 of 4 pages)

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





For An Individual Trustee Borrower: State of Nevada County of Carson This instrument was acknowledged before me on 12:28:10 (date)by Manning And Judy manning (name(s) of person(s))as (type of authority, e.g., officer, trustee, etc.) of Manning Living Trust Dated November (name of party on behalf of whom instrument was executed). (Signature of notarial officer) (Seal, if any) SELINA GIESLER
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF LYON
APPT. No. 08-6224-12
MY APPT. EXPIRES JANUARY 11, 2012 votan

(Title and rank (optional))

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 4 of 4 pages)

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



Reference: 20103377600026 Account: 682-682-0193232-1998

Wells Fargo Bank, N.A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>DECEMBER 28, 2010</u> 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 <u>WAYNE MANNING And JUDY MANNING</u> (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank, N.A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

### 2832 LA CRESTA COURT, 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 <u>MANNING LIVING TRUST</u> (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.

WAYNE MANNING TRUSTEE OF THEIR SUCCESSORS

IN TRUST

UNDER THE MANNING LIVING TRUST DATED NOVEMBER 22, 2004

JUDY MANNING, TRUSTEE OF THEIR SUCCESSORS

IN TRUST

UNDER THE MANNING LIVING TRUST DATED NOVEMBER 22, 2004

Attach this Rider to the Security Instrument before Recording



BK-111 PG-2190

776745 Page: 6 of 6 01/11/2011

Wells Fargo Bank, N.A.

Account#: 682-682-0193232-1XXX Reference #: 20103377600026

# **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.

ohn D. Santoro

Signature of person making affirmation

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

1/1

Documents Processed 12-28-2010, 12:58:47