Assessor's Parcel Number: 1420-07-114-012

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 DOC # 785868

07/01/2011 11:48AM Deputy: DW
OFFICIAL RECORD
Requested By:
American Title - Platinum
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-711 PG-235 RPTT: 0.00

This instrument was prepared by:
Wells Fargo Bank, N.A.
RICHARD P FOSTER, DOCUMENT PREPARATION
11601 N. Black Canyon Hwy
Phoenix, ARIZONA 85029
866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name

NV License # ____

Reference number: 20111187800019

Account number: 682-682-0461970-1XXX

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>JUNE 16, 2011</u>, together with all Riders to this document.
- (B) "Borrower" is TIMOTHY G. ROWE AND HARRIET E. CUMMINGS, TRUSTEES OF THE ROWE/CUMMINGS FAMILY TRUST DATED AUGUST 22, 2002. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. 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 JUNE 16, 2011. 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) 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 July 16, 2051.
- (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)

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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		١
		and the second s	

(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 24, BLOCK D AS SET FORTH ON THE MAP OF VALLEY VISTA ESTATE 1, PHASE 1A, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, ON JUNE 2, 1994, IN BOOK 694, PAGE 437, AS DOCUMENT NO. 338792, OF OFFICIAL RECORDS. APN: 1420-07-114-012

which currently has the address of	3569 OVERLOOK COURT		
		[Street]	
CARSON CITY	, Nevada	89705	("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.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

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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.

Δ
BY SIGNING DELOW Borrower accounts and agrees to the forms and accounts contained in this
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.
Trustee
TIMOTHY G. ROWE TRUSTEE OF THE ROWE/CUMMINGS FAMILY TRUST DATED
AUGUST 22, 2002/ August Ee. Toustee
HARRIET E. CUMMINGS, TRUSTEE OF THE ROWE/CUMMINGS FAMILY TRUST
DATED AUGUST 22, 2002 -Borrower
52012 V
For An Individual Acting In His/Her Own Right:
State of Nevada
County of
This is strong at the salar of
This instrument was acknowledged before me on (date) by
(name(s) of person(s)).
(mano(s) of person(s)).
(Signature of notarial officer)
(Seal, if any)
(Title and rank (optional))

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

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For An Individual Trustee Borrower: State of Nevada County of Causon etc.) of The Rowe Cummings family Trust (name of party on behalf of whom instrument was executed). (Signature of notarial officer) (Seal, if any) (Title and rank (optional)) **NOTARY PUBLIC** STATE OF NEVADA mmission Expires: 10-18

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT

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Reference: 20111187800019 Account: 682-682-0461970-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>JUNE 16, 2011</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>TIMOTHY G ROWE And HARRIET E CUMMINGS</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:

3569 OVERLOOK COURT, CARSON CITY, NEVADA 89705

[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>ROWE/CUMMINGS FAMILY 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.

NMOTHY G. ROWE TRUSTEE OF THE ROWE/CUMMINGS FAMILY TRUST DATED

AUGUST 22,/2002

HARRIET E. CUMMINGS, TRUSTEE OF THE ROWE/CUMMINGS FAMILY TRUST

1 rustee

DATED AUGUST 22, 2002

Attach this Rider to the Security Instrument before Recording