Assessor's Parcel Number: 1419-14-001-029

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900 DOC # 795872
01/17/2012 09:10AM Deputy: PK
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Requested By:
American Title - Platinum
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-112 PG-2611 RPTT: 0.00

This instrument was prepared by:
Wells Fargo Bank, N.A.
RICHARD M ROYER, DOCUMENT PREPARATION
11601 N. Black Canyon Hwy
Phoenix, ARIZONA 85029
800-580-2195

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20112939900081

Account number: 682-682-0715344-1XXX

## 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>JANUARY 06, 2012</u>, together with all Riders to this document.
- (B) "Borrower" is ROBERT L. JACOB, AN UNMARRIED MAN AND DENNIS L. JACOB, AN UNMARRIED MAN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. 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 JANUARY 06, 2012. 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 FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$150,000.00) 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 February 06, 2052.

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PG-2612

(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	~
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 **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	O D	ouglas
[Type of Recording Jurisdiction]	[Name of Recording Jurisdiction]		
SEE ATTACHED EXHIBIT			
which currently has the address of	3376 ALPINE VIEW COURT		
CARSON CITY	, Nevada	[Street] <b>89705</b>	("Property Address"):
[City]		[Zin 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#4812-7270-3489v5 (04/08/10)



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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 <u>Douglas</u> 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.

Mannin auge a attricy white Dennis L facos

-Borrower

Mynn Myn a attricy which in Robert L facolo

ROBERT L JACOB

-BORROWER

For An Individual Acting In His/Her Own Right: State of Nevada-PENNSYLVANIA County of SF ALLEGHENY

This instrument was acknowledged before me on JANUARY (0, 2012 (date) by SHANNON OBRINGER AS ATTORNEY IN FACT FOR DENNIS L. JACOB AND ROBERT L. JACOB (name(s) of person(s)).

(Seal, if any)

(Signature of notarial officer)

NOTARY

(Title and rank (optional))

talle

NOTARIAL SEAL STACEY FRANCISCUS Notary Public MOON TWP., ALLEGHENY COUNTY My Commission Expires Apr 12, 2015

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#### **EXHIBIT A**

Reference: 20112939900081 Account: 682-682-0715344-1998

# **Legal Description:**

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE NORTH 1/2 OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 19 EAST, M.D.B., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 85-B AS SHOWN ON PARCEL MAP FOR D.E. AND J.H. FRANK, DOCUMENT #07758 FILED MARCH 22, 1977 IN BOOK 377, PAGE 1005; THENCE THROUGH THE FOLLOWING COURSES:1. SOUTH 00 DEGREES 12 MINUTES 18 SECONDS EAST, 365.33 FEET; 2. SOUTH 89 DEGREES 15 MINUTES 38 SECONDS WEST, 291.01 FEET;3. NORTH 01 DEGREES 49 MINUTES 00 SECONDS WEST, 381.55 FEET;4. SOUTH 54 DEGREES 13 MINUTES 01 SECONDS EAST, 42.72 FEET; 5. NORTH 88 DEGREES 12 MINUTES 56 SECONDS EAST, 40.11 FEET;6. NORTH 33 DEGREES 19 MINUTES 06 SECONDS EAST, 22.71 FEET; 7. SOUTH 87 DEGREES 39 MINUTES 32 SECONDS EAST, 173.56 FEET; 8. SOUTH 89 DEGREES 24 MINUTES 24 SECONDS EAST, 41.15 FEET TO THE POINT OF BEGINNING. THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 01. 2004, IN BOOK 1004, PAGE 233, AS INSTRUMENT NO. 625625.

