

Assessor's Parcel Number: 1418-10-401-004

After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
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This instrument was prepared by:
Wells Fargo Bank, N.A.
TORA BELTRAN, DOCUMENT PREPARATION
85 Cleaveland Road, 2nd Flr
Pleasant Hill, CALIFORNIA 94523
800-400-3339

1097524 WD

[Space Above This Line For Recording Data]

Mortgage Broker's Name _____
NV License # _____

Reference number: 20113339400241

Account number: 117-117-0625094-0XXX

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 MARCH 05, 2012, together with all Riders to this document.
- (B) "Borrower" is ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOODY REVOCABLE TRUST DATED JANUARY 2009. 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 MARCH 05, 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, FIVE MILLION AND 00/100THS Dollars (U.S. \$5,000,000.00) 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 March 05, 2042.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 4 pages)

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





(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]

A FEE AS TO PARCELS 1 AND 3 AND AN EASEMENT AS TO PARCEL 2

which currently has the address of 181 YELLOW JACKET ROAD
[Street]
GLENBROOK, Nevada 89413 ("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 seized 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 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.


ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOODY REVOCABLE TRUST -Borrower

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

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s)).

(Seal, if any) _____
(Signature of notarial officer)

(Title and rank (optional))



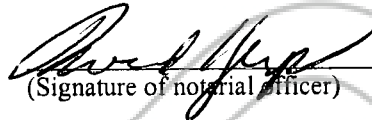


For An Individual Trustee Borrower:

State of Nevada
County of Clark

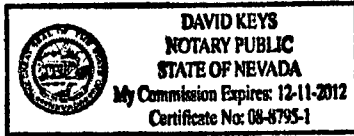
This instrument was acknowledged before me on 3/8/2012 (date) by
Ernest W. Moody

(name(s) of person(s)) as
Trustee (type of authority, e.g., officer, trustee,
etc.) of Ernest W. Moody Revocable Trust (name of party on behalf of
whom instrument was executed).



(Signature of notarial officer)

(Seal, if any)



(Title and rank (optional))





Reference: 20113339400241
Account: 117-117-0625094-0001

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on MARCH 05, 2012 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 ERNEST W. MOODY (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:

181 YELLOW JACKET ROAD, GLENBROOK, NEVADA 89413
[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 ERNEST W. MOODY REVOCABLE (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.



ERNEST W. MOODY

Attach this Rider to the Security Instrument before Recording





LEGAL DESCRIPTION

PARCEL 1:

Beginning at the 1/4 section corner on the South line of Section 10, Township 14 North, Range 18 East, Mount Diablo Base and Meridian; thence from said point of beginning, South 92.80 feet; thence North 68°30' West 300.85 feet; thence North 12°05'04" East 266.75; thence North 47°19' East 135.00 feet to the true point of beginning; thence from said true point of beginning North 42°41' West 399.58 feet to a point in the meander line North 58°49' East 137.77 feet to a point in the Southwesterly line of lands deeded by the Glenbrook Company, a Delaware corporation to Edward S. Clark and Elizabeth C. Clark, his wife, by Deed recorded October 3, 1946 in Book Y of Deeds at Page 21, Douglas County, Nevada Records; thence along said Southwesterly line South 42°41' East 372.96; thence South 60°48' West 3.65 feet; thence South 47°19' West 131.45 feet to the true point of beginning.

PARCEL 2:

A right of way over that certain road as now located or as it may be located hereafter, extending from the State Highway known as U.S. Route 50 to the herein above described property.

PARCEL 3:

Beginning at a point on the meander line of Lake Tahoe said point being the most Westerly corner of that certain 3.249 acre parcel deeded to Clark; thence from said point of beginning along said meander line South 58°49' West 137.77 feet; thence leaving said line North 42°41' West 64.33 feet to a point in the shore line of Lake Tahoe; thence along said shore line the following courses and distances: North 72°32' East 56.32 feet; thence North 64°48" East 73.00 feet; thence North 31°20' East 15.00 feet to a point which bears North 42°41' West from the point of beginning; thence South 42°41' East 50.00 feet to the point of beginning.

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.

Reference is hereby made to that certain Record of Survey for W.C. Hutchison, et al, filed on December 28, 1995, as File No. 377723.

The above metes and bounds legal description appeared previously in that certain Warranty Deed recorded December 16, 2011, in Book 1211, Page 3723, Document No. 794432, of Official Records, Douglas County, Nevada.