

Assessor's Parcel Number: 1320-34-002-012

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

DOC # **820994**
04/02/2013 09:09AM Deputy: PK
OFFICIAL RECORD
Requested By:
American Title - Platinum
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-413 PG-389 RPTT: 0.00



This instrument was prepared by:
Wells Fargo Bank, N.A.
VICKI VASQUEZ
DOCUMENT PREPARATION
116901 N BLACK CANYON HWY
PHOENIX, AZ 85029
1-800-580-2195

[Space Above This Line For Recording Data]

Mortgage Broker's Name
NV License #

Reference number: 20130497800090

Account #: 682-682-1304070-1xxx

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 March 01, 2013, together with all Riders to this document.
- (B) "Borrower" is DAVID W. KING AND BEVERLY A. KING, AS TRUSTEES OF THE KING FAMILY TRUST U/A DATED JUNE 20, 1994. 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 Securies Company of Nevada.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated March 01, 2013. 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, SIXTY SEVEN THOUSAND EIGHT HUNDRED AND 00/100THS Dollars (U.S. \$67,800.00) 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 April 01, 2043.



(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 [mark 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 August 14, 2007, and recorded on September 7, 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]

SEE ATTACHED EXHIBIT A

which currently has the address of
1461 ORCHARD ROAD
[Street]

GARDNERVILLE, Nevada 89410 ("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.

David W. King Trustee of the King Family Trust dated June 20, 1994

DAVID W. KING, TRUSTEE OF THE KING FAMILY TRUST DATED JUNE 20, 1994 - Borrower

Beverly A King Trustee of the King Family Trust dated June 20, 1994

BEVERLY A. KING, TRUSTEE OF THE KING FAMILY TRUST DATED JUNE 20, 1994 - 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)).

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))

For An Individual Trustee Borrower:

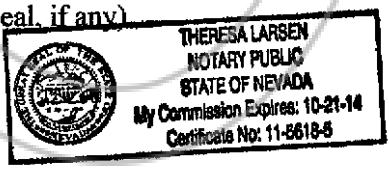
State of Nevada
County of Douglas

This instrument was acknowledged before me on 03/01/13 (date) by
David W. King and Beverly A. King

(name(s) of person(s)) as
trustees (type of authority, e.g., officer, trustee,
etc.) of The King Family Trust dated June 20, 1994 (name of party on behalf of
whom instrument was executed).

Theresa Larsen
(Signature of notarial officer)

(Seal, if any)



(Title and rank (optional))



EXHIBIT A

Reference: 20130497800090

Account: 682-682-1304070-1xxx

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: PARCEL 1: ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PORTION OF PARCEL 3-A AS SHOWN ON THE PARCEL MAP FOR WILLIAM C. ADAMS AND JUNE R. ADAMS, FILED FOR RECORD IN BOOK 184, AT PAGE 5480 AS DOCUMENT NO. 95192, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 3-A AS SHOWN ON AFORESAID MAP, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID PARCEL 3-A, NORTH 89 DEGREES 42 MINUTES 02 SECONDS WEST A DISTANCE OF 463.44 FEET TO A POINT ON THE CENTERLINE OF ORCHARD ROAD AS SHOWN ON AFORESAID MAP; THENCE ALONG SAID CENTERLINE NORTH 22 DEGREES 05 MINUTES 55 SECONDS WEST A DISTANCE OF 69.91 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 19 DEGREES 04 MINUTES 28 SECONDS WEST A DISTANCE OF 251.39 FEET TO A POINT ON THE NORTHERN BOUNDARY LINE OF AFORESAID PARCEL 3-A; THENCE ALONG SAID NORTHERN BOUNDARY LINE NORTH 89 DEGREES 41 MINUTES 53 SECONDS EAST A DISTANCE OF 534.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3-A; THENCE ALONG THE EASTERN BOUNDARY LINE OF SAID PARCEL 3-A SOUTH 07 DEGREES 04 MINUTES 41 SECONDS EAST A DISTANCE OF 305.08 FEET TO THE SOUTHEAST CORNER OF PARCEL 3-A AND THE TRUE POINT OF BEGINNING. THE BASIS OF BEARING OF THIS LEGAL DESCRIPTION IN THE SOUTH LINE OF PARCEL 3-A WHICH BEARS NORTH 89 DEGREES 42 MINUTES 02 SECONDS EAST AS SHOWN ON THE PARCEL MAP FOR WILLIAM C. ADAMS AND JUNE R. ADAMS FILED FOR RECORD IN BOOK 184, AT PAGE 5480 AS DOCUMENT NO. 95192, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY MAP FOR JESS K. & ROI M. PIETRZAK, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA ON JULY 21, 1999, IN BOOK 799, PAGE 3613, DOCUMENT NO. 472913, OF OFFICIAL RECORDS. PARCEL 2: AN EASEMENT FOR CARRYING WASTE WATER RESULTING FROM IRRIGATION AS DESCRIBED IN GRANT, BARGAIN, SALE DEED RECORDED ON AUGUST 4, 1986, IN BOOK 886, PAGE 138, DOCUMENT NO. 138435, OFFICIAL RECORDS. NOTE: LEGAL DESCRIPTION PREVIOUSLY CONTAINED IN BOOK 1209, PAGE 663, DOCUMENT NO. 754913, RECORDED ON DECEMBER 3, 2009. APN: 1320-34-002-012
PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOC#754913 ON DECEMBER 3, 2009



Reference Number: 20130497800090
Account Number: 682-682-1304070-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on March 01, 2013 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 DAVID W. KING, BEVERLY A. KING, (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:

1461 ORCHARD ROAD, GARDNERVILLE, NV 89410
[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 KING FAMILY TRUST (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.

David W. King Trustee of the King Family Trust dated June 20, 1994
DAVID W. KING, TRUSTEE OF THE KING FAMILY TRUST DATED JUNE 20, 1994

Beverly A. King Trustee of the King Family Trust dated June 20, 1994
BEVERLY A. KING, TRUSTEE OF THE KING FAMILY TRUST DATED JUNE 20, 1994

Attach this Rider to the Security Instrument before Recording

COPY

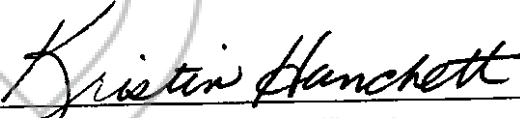


Wells Fargo Bank, N.A.

Account#: 682-682-1304070-1xxx
Reference #: 20130497800090

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.


Signature of person making affirmation