

APN 1219-15-001 109

APN _____

APN _____

DOC # **829922**
08/30/2013 03:51PM Deputy: KE
OFFICIAL RECORD
Requested By:
First American Title Mindel
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$20.00
BK-813 PG-8877 RPTT: 0.00



FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: Short Form Open-end Deed of Trust

*This document is being rerecorded
to correct recording order*

WHEN RECORDED MAIL TO:

Wells Fargo Bank

P.O. Box 31557

Billings, MT 59107 9900



Assessor's Parcel Number: 1219-15-001-109

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

This instrument was prepared by:
Wells Fargo Bank, N.A.
WILROSE FULINARA
DOCUMENT PREPARATION
711 W BROADWAY ROAD
TEMPE, AZ 85282
1-800-580-2195

2432015 RT

[Space Above This Line For Recording Data]

Mortgage Broker's Name
NV License #

Reference number: 20132204700002

Account #: 682-682-1643657-1xxx

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 August 26, 2013, together with all Riders to this document.
- (B) "Borrower" is NICHOLAS A. FONTECCHIO JR. AND CHARLOTTE Z. FONTECCHIO, HUSBAND AND WIFE AS JOINT TENANTS. 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 Securites Company of Nevada.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated August 26, 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, TWENTY THOUSAND AND 00/100THS Dollars (U.S. \$20,000.00) 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 September 26, 2043.



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24-52075 Rt

[Space Above This Line For Recording Data]

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(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
- 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 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
_____ 970 SHERIDAN LANE _____
[Street]

_____ GARDNERVILLE _____, Nevada _____ 89460-0000 ("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.

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.

NICHOLAS A FONTECCHIO JR

- Borrower

CHARLOTTE Z FONTECCHIO

- Borrower



For An Individual Acting In His/Her Own Right:

State of ~~Nevada~~ SDE CA

County of San Luis Obispo

This instrument was acknowledged before me on SDE ~~8-26-13~~ 8-28-13 (date)
by Nicholas A Fontecchio Jr And Charlotte Z Fontecchio (name(s) of person(s)).

Shelley D. Elisarraras
(Signature of notarial officer)

Notary Public
(Title and rank (optional))

(Seal, if any)

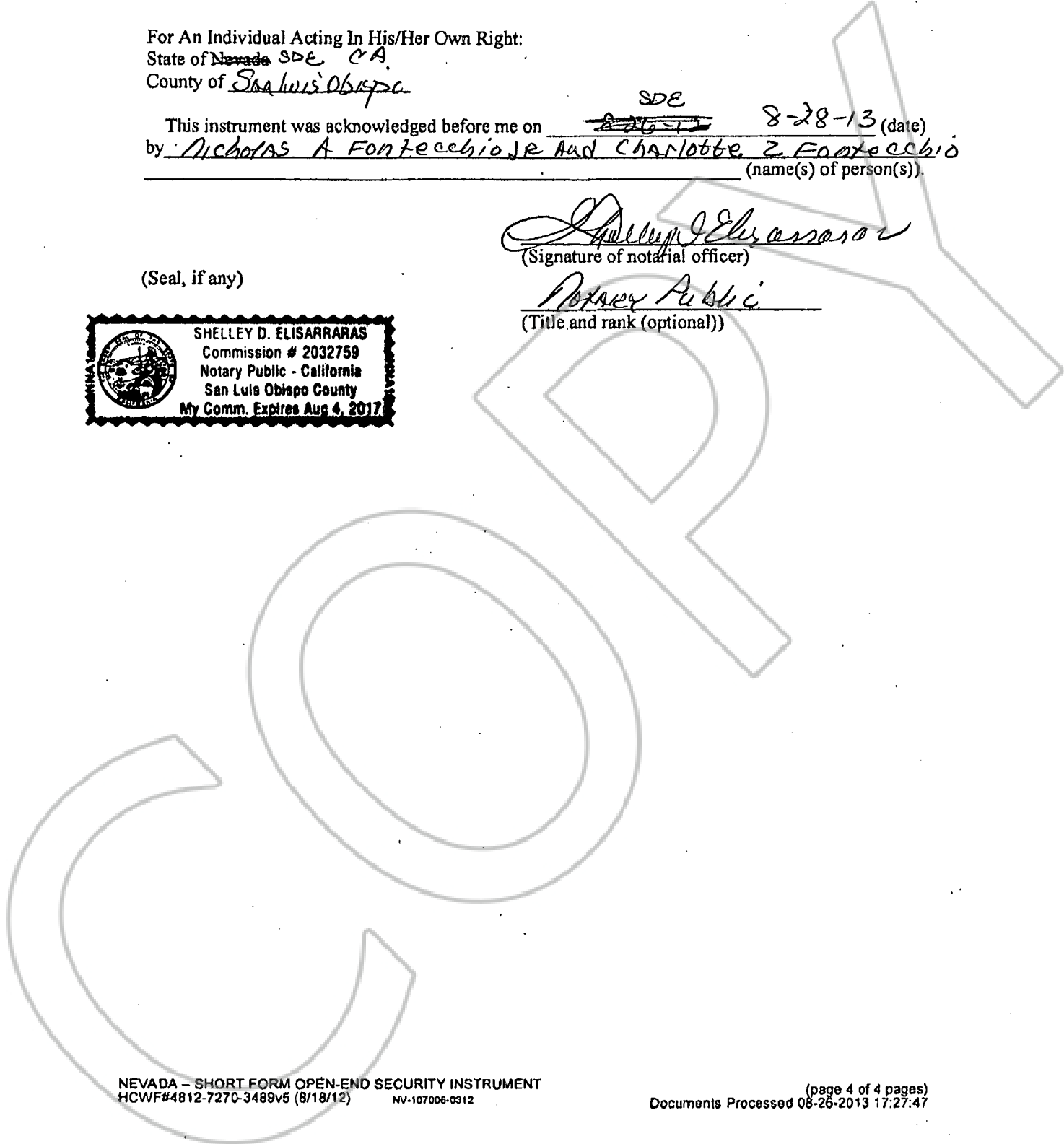
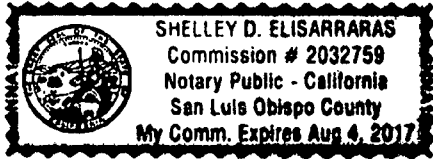




EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 19, AS SHOWN ON THE OFFICIAL MAP OF SHERIDAN ACRES UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 8, 1966, IN BOOK 41, PAGE 192, AS DOCUMENT NO. 32486.

