

Assessor's Parcel Number: 1420-27-312-011

After Recording Return To:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
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MAC B6955-013  
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DOC # **835108**  
12/06/2013 02:05PM Deputy: AR  
**OFFICIAL RECORD**  
Requested By:  
**American Title - Platinum**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-1213 PG-1169 RPTT: 0.00



This instrument was prepared by:  
Wells Fargo Bank, N.A.  
CRYSTAL LEIGH MARSH  
DOCUMENT PREPARATION  
7711 PLANTATION RD  
ROANOKE, VA 24019  
1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name  
NV License #

Reference number: 20132849600023

Account #: 682-682-1809679-1xxx

**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 November 25, 2013, together with all Riders to this document.

(B) **“Borrower”** is TONY A. WITHERSPOON AND SUE L. WITHERSPOON, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. 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 November 25, 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, ONE HUNDRED FIFTEEN THOUSAND AND 00/100THS Dollars (U.S. \$115,000.00) 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 December 25, 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  
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]

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 1, OF BLOCK A, AS SET FORTH ON FINAL SUBDIVISION MAP LDA #99-052 OF BUCKBRUSH ESTATES, PHASE 3, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON MARCH 13, 2003, IN BOOK 0303, AT PAGE 5272, AS DOCUMENT NO. 569784. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, AND ANY REVERSIONS, REMAINDERS, RENTS, ISSUES OR PROFITS THEREOF.

which currently has the address of \_\_\_\_\_  
2854 MAC DR  
[Street]

\_\_\_\_\_ MINDEN \_\_\_\_\_, Nevada \_\_\_\_\_ 89423 \_\_\_\_\_ ("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.

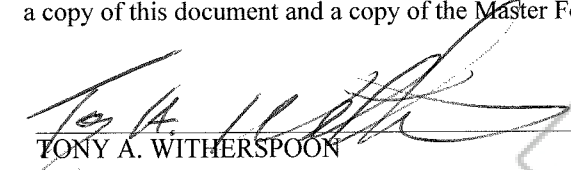


BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally 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.



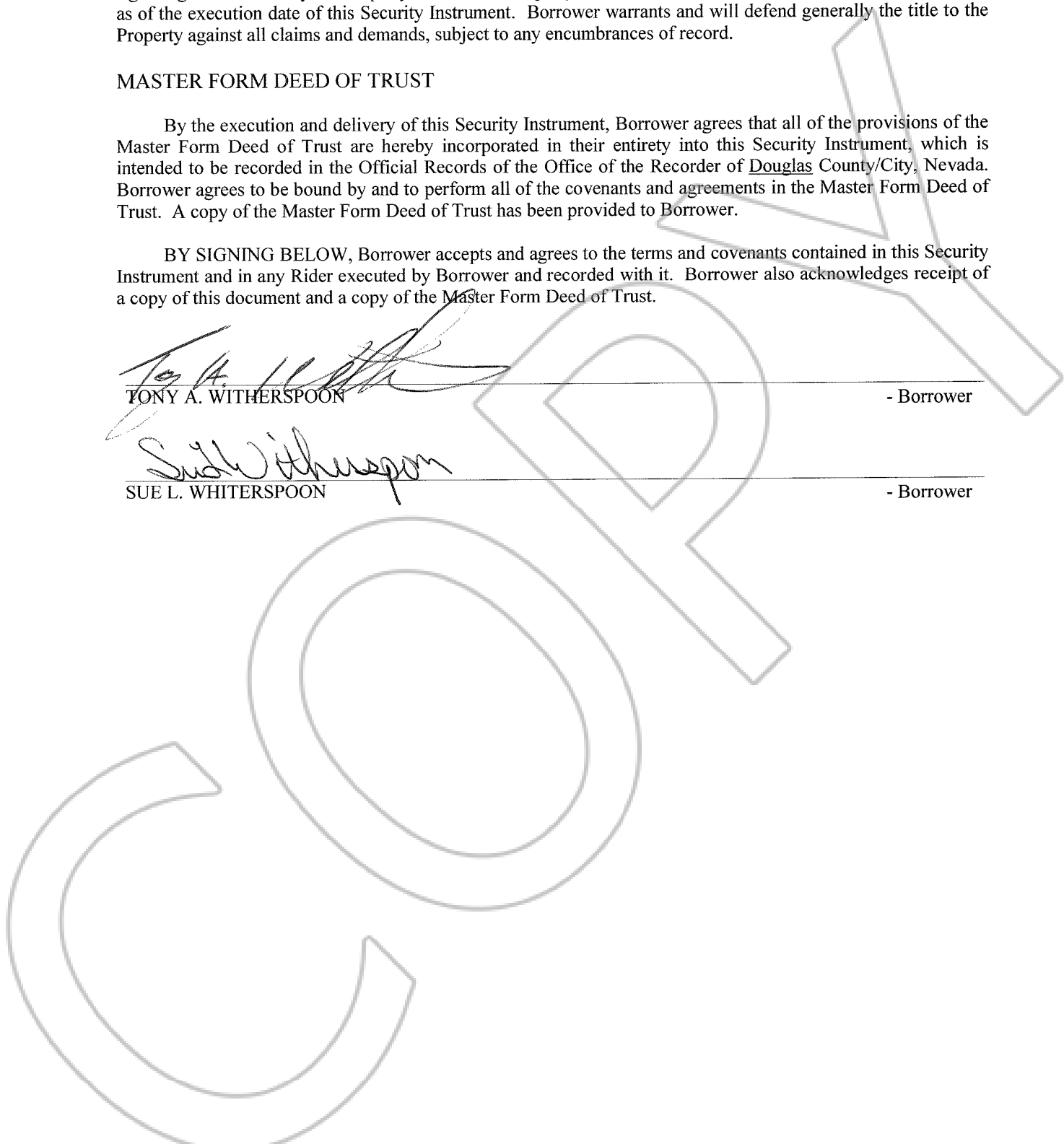
TONY A. WITHERSPOON

- Borrower



SUE L. WITHERSPOON

- Borrower





For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douglas

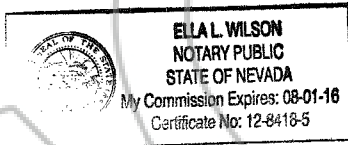
This instrument was acknowledged before me on 11/25/2013 (date) by

TONY A. WITHERSPOON

SUE L. WHITERSPOON

(name(s) of person(s)).

(Seal, if any)



Ella L. Wilson  
(Signature of notarial officer)

Notary Public  
(Title and rank (optional))

Loan Originator's Name: Zayd S Alkes JR  
NMLSR ID: 1047135



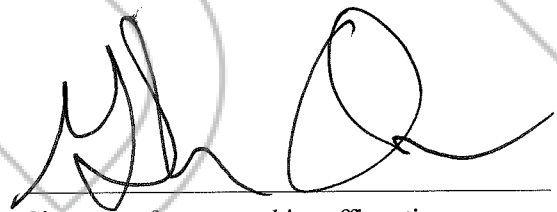
**Wells Fargo Bank, N.A.**

**Account#: 682-682-1809679-1xxx**

**Reference #: 20132849600023**

**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

*Gordon Chase*