

Assessor's Parcel Number: 1318-10-316-016

After recording, return recording information to: 201409290503

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010 M

This instrument was prepared by:
Wells Fargo Bank, N.A.
JONATHAN MCGLOTHLIN
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA 24019
1-800-580-2195

[Space Above This Line For Recording Data]

Mortgage Broker's Name
NV License #

Reference number: 20142549500032

Account #: XXX-XXX-XXX4387-1998

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 October 23, 2014, together with all Riders to this document.

(B) "**Borrower**" is JOHN L. SMITH, TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE JOHN L. SMITH LIVING TRUST, DATED MAY 11, 2005 AND ANY AMENDMENTS THERETO Borrower is the trustor under this Security Instrument. *ANEK SMITH NON-VESTED SPOUSE

(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 First American Title Ins Co.

(E) "**Debt Instrument**" means the loan agreement or other credit instrument signed by Borrower and dated October 23, 2014. 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, TWO HUNDRED EIGHTY THREE THOUSAND AND 00/100THS Dollars (U.S. \$283,000.00) 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 November 23, 2044.

(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
 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

which currently has the address of
_____ 637 ZEPHYR HEIGHTS DRIVE _____
[Street]

_____ ZEPHYR COVE _____, Nevada _____ 89448 _____ ("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

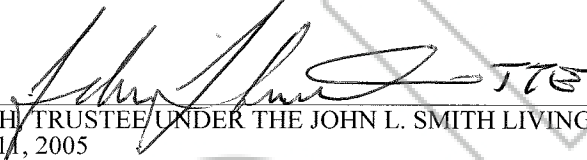
By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument, which is intended to be recorded in the Official Records of the Office of the Recorder of Douglas 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.



ANEK SMITH

- Borrower



JOHN L. SMITH, TRUSTEE UNDER THE JOHN L. SMITH LIVING TRUST
DATED MAY 11, 2005

- Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douglas

This instrument was acknowledged before me on 10/23/2014 (date) by

ANEK SMITH

JOHN L. SMITH, TRUSTEE UNDER THE JOHN L. SMITH LIVING TRUST DATED MAY 11, 2005

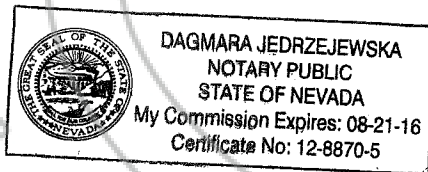
(name(s) of person(s)).

(Seal, if any)

Dagmara Jedzejewska
(Signature of notarial officer)

Notary Public
(Title and rank (optional))

Dagmara Jedzejewska



For An Individual Trustee Borrower:

State of Nevada
County of Douglas

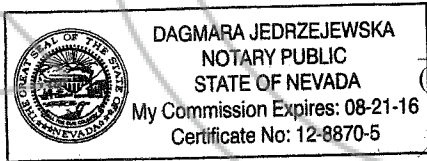
This instrument was acknowledged before me on 10/23/14 (date) by
ANEK SMITH

JOHN L. SMITH, TRUSTEE UNDER THE JOHN L. SMITH LIVING TRUST DATED MAY 11, 2005

(name(s) of person(s) as Trustee (type of authority, e.g., officer, trustee,
etc.) of John L Smith Living Trust (name of party on behalf of
whom instrument was executed).

(Seal, if any)

Dagmara Jedrzejewska
(Signature of notarial officer)
Dagmara Jedrzejewska



Notary Public
(Title and rank (optional))

Loan Originator's Name: Shawn Patrick Smith
NMLSR ID: 768109



EXHIBIT A

Reference: 20142549500032

Account: XXX-XXX-XXX4387-1998

Legal Description:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: PARCEL 1: LOT 9, BLOCK F, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS SUBDIVISION NO. 5, FILED IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 7, 1955 IN BOOK 1 OF MAPS AS DOCUMENT NO. 10442, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. EXCEPTING THEREFROM ALL THAT PORTION OF LOT 9, BLOCK F, AS SHOWN ON THAT CERTAIN MAP ENTITLED ZEPHYR HEIGHTS NO. 5, FILED FOR RECORD ON JUNE 7, 1955, DOCUMENT NO. 10442, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 67 DEGREES 32 MINUTES 32 SECONDS WEST, 10.51 FEET; THENCE NORTH 03 DEGREES 00 MINUTES 39 SECONDS WEST, 31.57 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 28 SECONDS EAST, 29.77 FEET TO THE POINT OF BEGINNING. PARCEL 2: ALL THAT PORTION OF LOT 7, BLOCK F, AS SHOWN ON THAT CERTAIN MAP ENTITLED ZEPHYR HEIGHTS NO. 5, FILED FOR RECORD ON JUNE 7, 1955, DOCUMENT NO. 10442, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 7, WHICH BEARS SOUTH 22 DEGREES 27 MINUTES 28 SECONDS EAST, 20.69 FEET FROM THE MOST WESTERLY CORNER OF LOT 7; THENCE SOUTH 75 DEGREES 16 MINUTES 16 SECONDS EAST, 15.41 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 44 SECONDS WEST, 20.31 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 22 DEGREES 27 MINUTES 28 SECONDS WEST, 25.49 FEET TO THE POINT OF BEGINNING. SAID PARCELS 1 AND 2 MORE FULLY SHOWN OF THAT CERTAIN RECORD OF SURVEY LOT LINE ADJUSTMENT FOR DOROTHY ALLER RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 13, 1988 IN BOOK 1288, PAGE 1665, AS DOCUMENT NO. 192513, OF OFFICIAL RECORDS. THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 13, 1999 IN BOOK 0599 PAGE 2490 AS INSTRUMENT 0467921.

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX4387-1998
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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.

Tresia Bennett

Signature of person making affirmation

Tresia Bennett



Reference Number: 20142549500032
Account Number: XXX-XXX-XXX4387-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on October 23, 2014 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 JOHN L SMITH, (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:

637 ZEPHYR HEIGHTS DRIVE , ZEPHYR COVE, NV 89448
[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 JOHN L. SMITH LIVING 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.

John L. Smith TTB

JOHN L. SMITH, TRUSTEE UNDER THE JOHN L. SMITH LIVING TRUST

DATED MAY 11, 2005

Attach this Rider to the Security Instrument before Recording

COPIES

Loan Originator's Name: Shawn Patrick Smith
NMLSR ID: 768109

