

AFTER RECORDING, RETURN TO:  
AMERICAN TITLE, INC.  
P.O. BOX 641010  
OMAHA, NE 68164-1010

ATI# 201410161263

Assessor's Parcel Number: 1318-26-101-031

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.  
TRACI WITCHER  
DOCUMENT PREPARATION  
7711 PLANTATION RD  
ROANOKE, VA 24019  
1-866-537-8489

DOUGLAS COUNTY, NV

2014-854624

Rec:\$22.00

\$22.00 Pgs=9

12/18/2014 10:28 AM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

[Space Above This Line For Recording Data]

Mortgage Broker's Name  
NV License #

Reference number: 20142736300102

Account #: XXX-XXX-XXX5917-1998

### 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 November 24, 2014, together with all Riders to this document.

(B) "Borrower" is MATTHEW C. CLARKE, TRUSTEE OF THE MATTHEW C. CLARKE TRUST, DATED MAY 19, 2003 AND JEAN H. CLARKE, A NON-VESTED SPOUSE. 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 First American Title Ins Co.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated November 24, 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, ONE HUNDRED FORTY THOUSAND AND 00/100THS Dollars (U.S. \$140,000.00) 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 24, 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  
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  
\_\_\_\_\_ 114 SEQUOIA DRIVE \_\_\_\_\_  
[Street]

\_\_\_\_\_ STATELINE \_\_\_\_\_, Nevada \_\_\_\_\_ 89449 \_\_\_\_\_ ("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.

  
\_\_\_\_\_  
JEAN H. CLARKE

- Borrower

  
\_\_\_\_\_  
MATTHEW C. CLARKE, TRUSTEE OF THE MATTHEW C. CLARKE TRUST, DATED  
MAY 19, 2003

- Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douglas

This instrument was acknowledged before me on November 24, 2014 (date) by

JEAN H. CLARKE

MATTHEW C. CLARKE, TRUSTEE OF THE MATTHEW C. CLARKE TRUST, DATED MAY 19, 2003

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

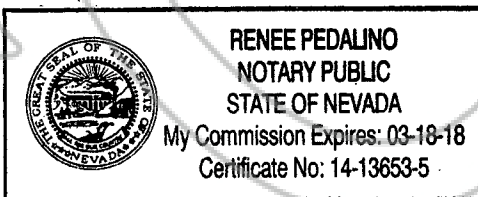
(Seal, if any)

Renee Pedalino

(Signature of notarial officer)

Notary Renee Pedalino

(Title and rank (optional))



For An Individual Trustee Borrower:

State of Nevada  
County of Douglas

This instrument was acknowledged before me on 11/24/2014 (date) by

JEAN H. CLARKE

MATTHEW C. CLARKE, TRUSTEE OF THE MATTHEW C. CLARKE TRUST, DATED MAY 19, 2003

(name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of The Matthew C Clarke Trust Dated May 19, 2003 (name of party on behalf of whom instrument was executed).

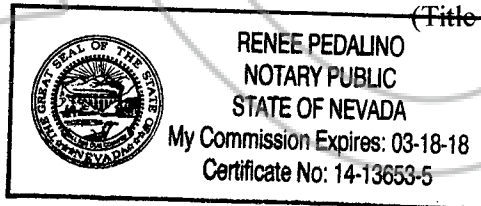
Renee Pedalino

(Signature of notarial officer)

Renee Pedalino

(Seal, if any)

Notary  
(Title and rank (optional))



Loan Originator's Name: Lisa Nanell Loughran  
NMLSR ID: 1062403



EXHIBIT A

Reference: 20142736300102

Account: XXX-XXX-XXX5917-1998

**Legal Description:**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: PARCEL III: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M., PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 23 AND 26 IN SAID TOWNSHIP AND RANGE; THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS WEST ALONG THE SECTION LINE COMMON TO SAID SECTIONS A DISTANCE OF 655.20 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 878.56 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO PENROD H. STOWE, BY DEED RECORDED NOVEMBER 13, 1959, IN BOOK E-1 OF DEEDS AT PAGE 574, DOUGLAS COUNTY, NEVADA, RECORDS THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS WEST A DISTANCE OF 87.86 FEET TO A POINT IN THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO JOHN ANDREWS, ET UX, RECORDED NOVEMBER 13, 1959, IN BOOK E-1 OF DEEDS AT PAGE 573, DOUGLAS COUNTY NEVADA, RECORDS; THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 163.80 FEET TO A POINT IN THE WEST LINE OF SAID ANDREWS PARCEL AS HEREINABOVE REFERRED TO: THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 87.86 FEET TO THE SOUTHWEST CORNER OF SAID STOWE PARCEL AS HEREINABOVE REFERRED TO; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SAYRE PARCEL A DISTANCE OF 163.80 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM, THE EAST 20.00 FEET OF SAID PREMISES. EXCEPTING THEREFROM, THE WEST 10.00 FEET OF SAID PREMISES AS SET FORTH IN FINAL ORDER CONDEMNATION, RECORDED MARCH 2, 1967, IN BOOK 48, PAGE 175. DOCUMENT NO. 35599, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

PLEASE NOTE PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT BOOK 603, PAGE 9451, ON 6/18/2003

Reference Number: 20142736300102  
Account Number: XXX-XXX-XXX5917-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 24, 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 MATTHEW C CLARKE, (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:

114 SEQUOIA DRIVE , STATELINE, NV 89449  
[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 MATTHEW C. CLARKE 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.

Matthew C. Clarke, TTE  
MATTHEW C. CLARKE, TRUSTEE OF THE MATTHEW C. CLARKE TRUST, DATED MAY 19, 2003

**Attach this Rider to the Security Instrument before Recording**

Loan Originator's Name: Lisa Nanell Loughran  
NMLSR ID: 1062403

3rd Party Rider, HE101137 HCWF#132.v10 (8/16/14)  
HE-101137-0314



2/2  
Documents Processed 11-20-2014 13:56:19



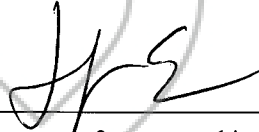
Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX5917-1998

Reference #: 20142736300102

**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.



A handwritten signature in black ink, appearing to be 'JRS', is written over a horizontal line.

Signature of person making affirmation

