**DOUGLAS COUNTY, NV** 

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AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1420-33-810-044

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 1557 MAC 86955-013 Billings, MT 59107-9900

This instrument was prepared by: Wells Fargo Bank, N.A. LORI MOORE DOCUMENT PREPARATION 2324 OVERLAND AVE BILLINGS, MT 59102 1-866-537-8489

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

ATI# 201506191218

# [Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20151690300008

Account #: XXX-XXX-XXX1829-1998

## 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 <u>July 20, 2015</u>, together with all Riders to this document.
- **(B) "Borrower"** is <u>WILLIAM W. FREIXAS AND JANET M. FREIXAS</u>, <u>HUSBAND AND WIFE</u>, <u>AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON</u>. 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 <u>July 20, 2015</u>. 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, <u>FIFTY THOUSAND AND 00/100THS</u> Dollars (U.S. \$50,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than <u>seven (7) calendar days after August 20, 2045</u>.

- (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 27, OF IDLE ACRES SUBDIVISION, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 5, 1960, IN BOOK 1 OF MAPS; DOCUMENT NO. 15812.

which currently has the address of			
1351	JUDY ST		
^	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 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 <u>Douglas</u> 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.

JANE M FREIXAS

- Borrower

WILLIAM W FREIXAS

- Borrower

For An Individual Acting In His/Her Own Right: State of Nevada County of
This instrument was acknowledged before me on (date) by
JANET M FREIXAS SEE ATTACHED FOR
WILLIAM W FREIXAS NOTARIAL WORDING
WILLIAM W FREIXAS  WILLIAM W FREIXAS  NOTARIAL WORDING  & Weal.
(name(s) of person(s)).
(Seal, if any)
(Title and rank (optional))

Loan Originator's Name: Violette Maldonado NMLSR ID: 1337421



# **ACKNOWLEDGMENT**

	certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
	tate of California OEVADA
C	on July 20, 2015 before me, ADRIANA GOMET, NOTALY PUBLIC (insert name and title of the officer)
p	ersonally appeared Savet M. FREIXAS & WILLIAM W. FREIXAS, tho proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) klare
s h	upscribed to the within instrument and acknowledged to me that he/s/le/they executed the same in s/her/their authorized capacity(ies), and that by h/s/p/er/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
l p	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing aragraph is true and correct.
٧	/ITNESS my hand and official seal.  ADRIANA GOMEZ Comm. #1963208
s	ignature (Seal)  Notary Public California of Nevada County My Comm. Expires Dec 9, 2015, My Comm

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX1829-1998

Reference #: 20151690300008

# **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

Vy-Dana Curtis

Vice President of Loan Documentation