DOUGLAS COUNTY, NV

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2015-868002

08/14/2015 03:32 PM

AMERICAN TITLE - TEAM 1 KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1219-11-002-025

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 21557 MAC 86955-013 Billings, MT 59107 9900

This instrument was prepared by: Wells Fargo Bank, N.A. SUSAN F WENDLING DOCUMENT PREPARATION 7711 PLANTATION RD

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

ROANOKE, VA 24019 1-866-537-8489

ATI# 201506171888

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20151676300070

Account #: XXX-XXX-XXX3290-1998

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 July 24, 2015, together with all Riders to this document.
- (B) "Borrower" is PAUL FRANKLIN AND JANET KOVAL, TRUSTEES OF THE FRANKLIN-KOVAL <u>LIVING TRUST, DATED FEBRUARY 5, 2008</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 July 24, 2015. 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 FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$250,000.00) 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 August 24, 2045.

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.

PAUL FRANKLIN, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST,

7-24-15
- Borrower

DATED FEBRUARY 5, 2008

7-21/-15

JANET KOVAL, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST,

- Borrower

DATED FEBRUARY 5, 2008

- (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
- **(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	
Χ	Third Party Rider	
N/A	Other(s) [specify]	N/A

Instrument, and also all sums due under this Security Instrument, plus interest.

(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]	The state of the s	[Name of Recording Jurisdiction]	
SEE ATTACHED EXHIBIT	The state of the s		
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	Name and Address of the Owner, where the Owner, which is the Ow	/ /	

which currently has the address of

595 W FORK VISTA LN

[Street]

GARDNERVILLE, Nevada 89460 ("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.

For An Individual Acting In His/Her Own Right: State of Nevada County of Washie Vouglas	
M7 21/ 2016	e) by
PAUL FRANKLIN, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST, DATED FEBRUARY 5, 2008	
JANET KOVAL, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST, DATED FEBRUARY 5, 2008	
(name(s) of person(s)).	
(Signature of notarial officer) D G (Title and rank (optional))	

For An Individual Trustee Borrower:

State of Nevada County of <u>Pouglas</u>

This instrument was acknowledged before me on <u>07-24-15</u> (date)by

PAUL FRANKLIN, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST

DATED FEBRUARY 5, 2008

JANET KOVAL, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST,

DATED FEBRUARY 5, 2008

(type of authority, e.g., officer, trustee, (name(s) of person(s))as (name of party on behalf of Franklin-Koua whom instrument was executed).

(Seal, if any)

(Signature of notarial officer)

NATHAN MINASIAN **NOTARY PUBLIC** STATE OF NEVADA ly Commission Expires: 04-20-19 Certificate No: 05-101648-2

Loan Originator's Name: Masuree Patel NMLSR ID: 1198834





EXHIBIT A

Account: XXX-XXX-XXX3290-1998 Reference: 20151676300070

Legal Description:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THAT 17.21 ACRE PARCEL OF LAND AS SHOWN ON THAT RECORD OF SURVEY FOR WEST FORK SIERRA VISTA ESTATES, LLC, AS RECORDED IN BOOK 0703, AT PAGE 9106, AS DOCUMENT NO. 583846, DOUGLAS COUNTY, NEVADA, RECORDERS OFFICE: THENCE NORTH 00 DEGREES 20 MINUTES 43 SECONDS EAST, 529.24 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 17 SECONDS EAST, 30.00 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 43 SECONDS EAST, 29.05 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 69 DEGREES 08 MINUTES 44 SECONDS, RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 60.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 26 DEGREES 35 MINUTES 16 SECONDS. RADIUS OF 68.00 FEET AND AN ARC LENGTH OF 31.56 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 47 DEGREES 19 MINUTES 00 SECONDS, RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 41.29 FEET; THENCE SOUTH 89 DÉGREES 46 MINUTES 49 SECONDS EAST, 908.12 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 85 DEGREES 43 MINUTES 52 SECONDS, RADIUS OF 120.00 FEET AND AN ARC LENGTH OF 179.56 FEET: THENCE SOUTH 04 DEGREES 02 MINUTES 57 SECONDS EAST, 336.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 73 DEGREES 43 MINUTES 07 SECONDS, RADIUS OF 180.00 FEET AND AN ARC LENGTH OF 231.54 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 31 DEGREES 55 MINUTES 28 SECONDS, RADIUS OF 120.00 FEET AND AN ARC LENGTH OF 66.86 FEET: THENCE NON-TANGENT TO THE PRECEDING CURVE. NORTH 89 DEGREES 42 MINUTES 48 SECONDS WEST. 1,065.71 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARING OF THIS DESCRIPTION IS IDENTICAL TO THAT RECORD OF SURVEY FOR WEST FORK SIERRA VISTA ESTATES, LLC, DOCUMENT NO. 583846. SAID PARCEL FURTHER SHOWN ON RECORD OF SURVEY RECORDED JULY 21, 2003, AS DOCUMENT NO. 583846. THIS DESCRIPTION WAS PREVIOUSLY RECORDED ON JANUARY 28, 2004, IN BOOK 0104, PAGE 9045, AS DOCUMENT NO. 602977, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. RECORD OF SURVEY FOR WEST FORK SIERRA VISTA ESTATES, LLC, RECORDED AS DOCUMENT NO. 583845 AT BOOK 0703. PAGE 9106. WATER RIGHT DESCRIPTION WITH REGARDS TO PARCEL 3.B.1 (WESTERLY PARCEL): A PORTION OF PERMIT NO. 62969 (CERT. 14837) OWNED BY GRANTOR, AND ON FILE IN THE OFFICE OF THE STATE ENGINEER, BEING 17.21 IRRIGATED ACRES.

Reference Number: 20151676300070

Account Number:

XXX-XXX-XXX3290-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on July 24, 2015 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 PAUL FRANKLIN, JANET KOVAL, (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:

595 W FORK VISTA LN, GARDNERVILLE, NV 89460 [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 FRANKLIN-KOVAL 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 pr	rovisions contained in this
Third Party Rider.	7-24-15
PAUL FRANKLIN, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST,	DATED FEBRUARY
5,2008 Anet Kovil	7-24-15
JANET KOVAL, TRUSTEE OF THE FRANKLIN-KOVAL LIVING TRUST,	DATED FEBRUARY 5

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Masuree Patel NMLSR ID: 1198834



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX3290-1998

Reference #: 20151676300070

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

vice president loan

