DOUGLAS COUNTY, NV

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2015-869359 09/09/2015 01:07 PM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1318-10-413-015

Recording requested by and return to: $\frac{201507281521}{American Title, Inc.}$ PO Box 641010
Omaha NE 68164-1010

This instrument was prepared by: Wells Fargo Bank, N.A.
HEATHER MINNIEAR
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: 20152099000027 Account #: XXX-XXXX3841-1998

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>August 22, 2015</u>, together with all Riders to this document.
- (B) "Borrower" is HARRY BATTEN AND SHIRALEE BATTEN, 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 First American Title Ins Co.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated August 22, 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, TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$25,000.00) 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 September 22, 2045.

- (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
- (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

County

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

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	County	01	Dougla	S /
[Type of Re	cording Jurisdiction]		Name of Recording	Jurisdiction]
SEE ATTACHED	EXHIBIT	1		

which currently has the address of		•
640 INSPIRATION DR	·	
[Street]		
ZEPHYR COVE , Nevada	89448	("Property Address"):
[City]	[Zip Code]	- \ 1 - 2 /

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.

HARRY BATTEN

- Borrower

SHIRALEE BATTEN

- Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douclas

This instrument was acknowledged before me on

HARRY BATTEN

SHIRALEE BATTEN

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

(Seal, if any)

(Signature of notarial officer)

(Title and rank (optional))



RENEE PEDALINO NOTARY PUBLIC. STATE OF NEVADA My Commission Expires: 03-18-18 Certificate No: 14-13653-5

EXHIBIT A

Reference: 20152099000027 Account: XXX-XXX3841-1998

Legal Description:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 89, AS SHOWN ON THE OFFICIAL MAP OF ZEPHYR KNOLLS SUBDIVISION UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON OCTOBER 14, 1957, AS DOCUMENT NO. 12699. EXCEPT THE FOLLOWING DESCRIBED PROPERTY: ALL THAT REAL PROPERTY SITUATE WITHIN THE EAST 1/2 OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, AS DISCLOSED IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED, JUNE 16, 2005, IN BOOK 0605, AT PAGE 7131, AT DOCUMENT NO. 647015, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS: ALL THAT PORTION OF LOT 89 OF ZEPHYR UNIT 4, FILED FOR RECORD AS DOCUMENT NO. 12699 IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 89, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LANE OF INSPIRATION DRIVE. A SHOWN ON SAID DOCUMENT NO. 12699; THENCE LEAVING SAID NORTHWESTERLY RIGHT- OF-WAY LINE, RUNNING ALONG THE WESTERLY LINE OF SAID LOT 89, NORTH 28 DEGREES 00 MINUTES 40 SECONDS WEST, 18.70 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 79 DEGREES 23 MINUTES 00 SECONDS EAST, 16.70 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INSPIRATION DRIVE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 29 DEGREES 37 MINUTES 00 SECONDS WEST, 15.45 FEET TO THE POINT OF BEGINNING. NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 30, 2005 IN BOOK 1205, PAGE 13740 AS INSTRUMENT NO. 664729.

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX3841-1998

Reference #: 20152099000027

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.