

Assessor's Parcel Number: 1220-21-610-207

Recording requested by and return

to: 201508121634

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

This instrument was prepared by:  
Wells Fargo Bank, N.A.  
SHEILA B BEGGS  
DOCUMENT PREPARATION  
7711 PLANTATION RD  
ROANOKE, VA 24019  
1-866-537-8489

DOUGLAS COUNTY, NV

**2015-871058**

Rec:\$21.00

\$21.00

Pgs=8

10/13/2015 08:23 AM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

[Space Above This Line For Recording Data]

Mortgage Broker's Name  
NV License #

Reference number: 20152194100044

Account #: XXX-XXX-XXX3570-1998

### 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 September 28, 2015, together with all Riders to this document.

(B) "Borrower" is PETER R. RUSHBROOK, AS TRUSTEE UNDER THE PETER R. RUSHBROOK REVOCABLE LIVING TRUST AGREEMENT DATED MARCH 16, 2001. 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 September 28, 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, FIFTY THOUSAND AND 00/100THS 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 seven (7) calendar days after October 28, 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 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]

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA: LOT 385 AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 29, 1973, AS FILE NO. 66512. EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED JUNE 10, 1975, IN BOOK 675 OF OFFICIAL RECORDS AT PAGE 237, RECORDS OF DOUGLAS COUNTY, NEVADA.

which currently has the address of  
\_\_\_\_\_ 1307 CARDINAL CT \_\_\_\_\_  
[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.

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.

*Peter R. Rushbrook, Trustee*

PETER R. RUSHBROOK, AS TRUSTEE UNDER THE PETER R. RUSHBROOK  
REVOCABLE LIVING TRUST AGREEMENT DATED MARCH 16, 2001

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801  
Loan Originator's Name: Ronee Dizon  
NMLSR ID: 1377077  
NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#4812-7270-3489v5 (8/15/15) NV-107006-0315

(page 3 of 5 pages)  
Documents Processed 09-24-2015 17:51:05

For An Individual Acting In His/Her Own Right:

State of ~~Nevada~~ CALIFORNIA

County of ~~SANTA CLARA~~ SANTA CLARA

This instrument was acknowledged before me on SEPTEMBER 28, 2015 (date) by

PETER R. RUSHBROOK, AS TRUSTEE UNDER THE PETER R. RUSHBROOK REVOCABLE LIVING TRUST AGREEMENT DATED MARCH 16, 2001

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

*Davis Khuu*

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))



For An Individual Trustee Borrower:

State of ~~Nevada~~ CALIFORNIA  
County of SANTA CLARA

This instrument was acknowledged before me on Sept 28, 2016 (date) by

PETER R. RUSHBROOK, AS TRUSTEE UNDER THE PETER R. RUSHBROOK REVOCABLE LIVING TRUST AGREEMENT DATED MARCH 16, 2001

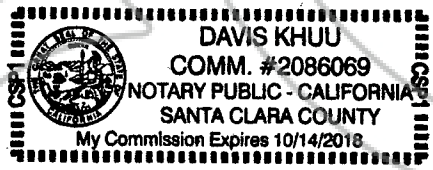
(name(s) of person(s)) as Peter R. Rushbrook (type of authority, e.g., officer, trustee, etc.) of THE PETER R. RUSHBROOK REVOCABLE LIVING TRUST (name of party on behalf of whom instrument was executed).

*[Handwritten Signature]*

(Signature of notarial officer)

(Seal, if any)

(Title and rank (optional))



Reference Number: 20152194100044  
Account Number: XXX-XXX-XXX3570-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on September 28, 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 PETER R RUSHBROOK, (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:

1307 CARDINAL CT, 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 PETER R. RUSHBROOK REVOCABLE 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.

*Peter R. Rushbrook, Trustee*

PETER R. RUSHBROOK, AS TRUSTEE UNDER THE PETER R. RUSHBROOK  
LIVING TRUST AGREEMENT DATED MARCH 16, 2001

REVOCABLE

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

COOPER

Loan Originator's Name: Ronee Dizon  
NMLSR ID: 1377077

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

HE-101137-0314



Documents Processed 09-24-2015 17:51:04

2/2

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX3570-1998

Reference #: 20152194100044

**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.

Trinity Holden 10-2-15

Signature of person making affirmation

Trinity Holden  
vice president loan  
documentation

