DOUGLAS COUNTY, NV

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2016-875194 01/12/2016 12:25 PM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1419-26-411-026

After recording, return recording information to: 201511301511 American Title, Inc. PO Box 641010 Omaha, NE 68164-1010

This instrument was prepared by: Wells Fargo Bank, N.A.
ALICIA CARLYL DILLON
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: 20153272100055

Account #: XXX-XXX-XXX8031-1998

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>December 28, 2015</u>, together with all Riders to this document.
- (B) "Borrower" is MARGARET MARY WILSON AND GEORGE EUGENE WILSON, AS TRUSTEES OF THE MARGARET MARY WILSON AND GEORGE EUGENE WILSON LIVING TRUST, DATED 01/30/2015. 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 December 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 January 28, 2046.

(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] (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 Douglas [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] SEE ATTACHED EXHIBIT A which currently has the address of **492 DAGGETT CREEK LOOP** [Street]

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.

, Nevada

89411

[Zip Code]

GENOA

[City]

("Property Address"):

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.

MARGARET MARY WILSON, AS TRUSTED OF THE MARGARET MARY
WILSON AND GEORGE HAGENE WILSON LIVING TRUST, DATED 01/30/2015

- Borrower

GEORGE EUGENE WILSON, AS TRUSTEE OF THE MARGARET MARY WILSON AND GEORGE EUGENE WILSON LIVING TRUST, DATED 01/30/2015

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Bret Geery NMLSR ID: 1337423

NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#4812-7270-3489v5 (8/15/15) NV-107006-0315

(page 3 of 5 pages) Documents Processed 12-23-2015 12:56:25 For An Individual Acting In His/Her Own Right:

State of Nevada
County of CARSON C

This instrument was acknowledged before me on December 28, 2015

MARGARET MARY WILSON, AS TRUSTEE OF THE MARGARET MARY WILSON LIVING TRUST, DATED 01/30/2015

WILSON AND GEORGE EUGENE

GEORGE EUGENE WILSON, AS TRUSTEE OF THE MARGARET MARY LIVING TRUST, DATED 01/30/2015

WILSON AND GEORGE EUGENE WILSON

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

(Seal, if any)

ERNEST RIVERA NOTARY PUBLIC STATE OF NEVADA

My Commission Expires: 08-20-18 Certificate No: 14-14301-5

(Title and rank (optional))

(Signature of notarial officer)

For An Individual Trustee Borrower:

State of Nevada County of Mesm City

This instrument was acknowledged before me on 223.15 (date)by

MARGARET MARY WILSON, AS TRUSTEE OF THE MARGARET MARY

WILSON AND GEORGE EUGENE

WILSON LIVING TRUST, DATED 01/30/2015

GEORGE EUGENE WILSON, AS TRUSTEE OF THE MARGARET MARY LIVING TRUST, DATED 01/30/2015

(name(s) of person(s)) as TRUSTEE (type of authority, e.g., officer, trustee, etc.) of The many wilson and Greage English of whom instrument was executed).

(Seal, if any)

(Signature of notarial officer)

ERNEST RIVERA NOTARY PUBLIC STATE OF NEVADA Commission Expires: 06-20-11 Certificate No: 14-14301-5

NEVADA -- SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#4812-7270-3489v5 (8/15/15) NV-107008-0315 NV-107006-0315

(page 5 of 5 pages) Documents Processed 12-23-2015 12:56:28

EXHIBIT A

Reference: 20153272100055 Account: XXX-XXX-XXX8031-1998

Legal Description:

THE REAL PROPERTY SITUATE N THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: PARCEL 1: LOT 3, BLOCK A, AS SET FORTH ON THE FINAL SUBDIVISION MAP, A PLANNED UNIT DEVELOPMENT, PD 05-001 FOR MONTANA PHASE 2A AND 2B, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON DECEMBER 12, 2006, IN BOOK 1206, AT PAGE 3576, AS DOCUMENT NO. 690467, OFFICIAL RECORDS. PARCEL 2: TOGETHER WITH THE FOLLOWING EASEMENTS FOR ACCESS: AN EASEMENT FOR NON-EXCLUSIVE ACCESS PURPOSES WITH THE EASEMENT AREA, CREATED IN THAT CERTAIN DOCUMENT ENTITLED "MASTER GRANT DEED" EXECUTED BY RONALD L. SIMEK, ET AL; RECORDED ON DECEMBER 31, 1996, AS DOCUMENT NO. 403934, IN BOOK 1296, PAGE 4911, OF TILE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA AND BY DOCUMENT ENTITLED "ABANDONMENT OF A PORTION OF PRIVATE ACCESS EASEMENT" RECORDED ON FEBRUARY 3, 2004 IN BOOK 0204 AT PAGE 897 AS DOCUMENT NO. 603678. A NON-EXCLUSIVE 50 FOOT WIDE ACCESS EASEMENT, CREATED IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AMENDMENT DEED", EXECUTED BY LITTLE MONDEAUX LIMOUSIN CORPORATION, RECORDED ON FEBRUARY 25, 1998, AS DOCUMENT NO. 433367, IN BOOK 298, PAGE 4658. OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX8031-1998

Reference #: 20153272100055

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

Jennifer Scherer
Vice President of Loan Documentation

NV_SSN_AFF_HE109101_HCWF#903v1 (8/16/14)



1/1 Documents Processed 12-23-2015 12:56:24 **Reference Number:** 20153272100055

Account Number: XXX-XXX-XXX8031-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>December 28, 2015</u> 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 <u>GEORGE EUGENE WILSON</u>, <u>MARGARET MARY WILSON</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank</u>, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

492 DAGGETT CREEK LOOP, GENOA, NV 89411 [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 MARGARET MARY WILSON AND GEORGE EUGENE WILSON 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 MARY WILSON, AS TRUSTEE OF THE MARGARET MARY WING TRUST, DATED 01/30/2015 AS TRUSTEE OF THE MARGARET MARY WILSON AND GEORGE EUG01/30/2015

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Bret Geery NMLSR ID: 1337423

