**DOUGLAS COUNTY, NV** 

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2016-875540

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AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: <u>1320-36-001-017</u>

After recording, mail recording information to: 201512071689 American Title, Inc. PO Box 641010 Omaha, NE 68164-1010

This instrument was prepared by: Wells Fargo Bank, N.A. LATRECIA L PANNELL DOCUMENT PREPARATION 8505 IBM DRIVE CHARLOTTE, NC 28262 1-866-537-8489

## [Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20153384100024

Account #: XXX-XXX-XXX5653-1998

## 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 January 08, 2016, together with all Riders to this document.
- (B) "Borrower" is BEN F. BLAIR AKA BENJAMIN FRANKLIN BLAIR AND DOLORES BLAIR AKA DOLORES ANN BLAIR, TRUSTEES UNDER THE BLAIR LIVING TRUST, DATED NOVEMBER 3, 2004, AND ANY AMENDMENTS THERETO. 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 January 08, 2016. 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 February 08, 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 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction] SEE ATTACHED EXHIBIT A

**GARDNERVILLE** . Nevada 89410 ("Property Address"): [City] [Zip Code] TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

1896 BORDA WAY [Street]

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.

which currently has the address of

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.

Senjam Franklin Slaw 1-8-2016

BENJAMA FRANKLIN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED

NOVEM**B**ER 3, 2004

DOLORES ANN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED NOVEMBER 3, 2004

- Borrower

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: Antwonne Kim

NMLSR ID: 950789

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

For An Individual Acting In His/Her Own Right: State of Nevada County of Canson City This instrument was acknowledged before me on January 9, 2016 BENJAMIN FRANKLIN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED NOVEMBER 3, 2004 DOLORES ANN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED **NOVEMBER 3, 2004** (name(s) of person(s)). (Signature of notarial officer) (Seal, if any) (Title and rank (optional)) ERNEST RIVERA NOTARY PUBLIC STATE OF NEVADA Commission Expires: 06-20-18 Certificate No: 14-14301-5

(date) by

For An Individual Trustee Borrower:

State of Nevada
County of Carson City

This instrument was acknowledged before me on 1.8.2014 (date) by

BENJAMIN FRANKLIN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED NOVEMBER 3, 2004

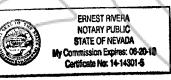
DOLORES ANN BLAIR, TRUSTEE UNDER THE BLAIR LIVING TRUST DATED NOVEMBER 3, 2004

(name(s) of person(s)) as TRUSTOCS (type of authority, e.g., officer, trustee, etc.) of Blanz Living tract Octoo Notember 3, 2004 (name of party on behalf of whom instrument was executed).

(Seal, if any)

(Title and rank (optional))

(Signature of notarial officer)



#### EXHIBIT A

Account: XXX-XXX-XXX5653-1998 Reference: 20153384100024

#### **Legal Description:**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., WITHIN DOUGLAS COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 20 EAST, M/D/B & M.: THENCE NORTH 37 DEGREES 46 MINUTES 14 SECONDS EAST, A DISTANCE OF 3,876.36 FEET TO THE TRUE POINT OF BEGINNING, SAID CORNER BEING MARKED BY A 5/8 INCHES REBAR WITH CAP STAMPED PLS 320; THENCE NORTH 76 DEGREES 46 MINUTES 23 SECONDS EAST, A DISTANCE OF 320.00 FEET TO A 5/8 INCHES REBAR WITH CAP STAMPED PLS 3209; THENCE SOUTH 00 DEGREES 48 MINUTES 32 SECONDS WEST, A DISTANCE OF 479.97 FEET TO A 5/8 INCHES REBAR WITH CAP STAMPED PLS 6200; THENCE SOUTH 89 DEGREES 29 MINUTES 37 SECONDS WEST, A DISTANCE OF 334.85 FEET TO A 5/8 INCHES REBAR WITH CAP STAMPED PLS 3090; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, A DISTANCE OF 330.45 FEET TO A 5/8 INCHES REBAR WITH CAP STAMPED PLS 3090; THENCE SOUTH 04 DEGREES 15 MINUTES 48 SECONDS EAST, A DISTANCE OF 77.00 FEET TO THE TRUE POINT OF BEGINNING, AS SHOWN OF BOUNDARY LINE ADJUSTMENT AND DEED RECORDED NOVEMBER 6, 1998, IN BOOK 1198, PAGE 1675, AS DOCUMENT NO. 453549. ALSO KNOWN AS A PORTION OF LOT 1, BLOCK K OF THE WILDFLOWER RIDGE UNIT 3-A RECORDED FEBRUARY 5, 1991, IN BOOK 291, PAGE 312, AS DOCUMENT NO. 244240. NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 18, 2012, AS INSTRUMENT NO. 0804239.

**Reference Number:** 20153384100024

Account Number: XXX-XXX-XXX5653-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>January 08, 2016</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>BENJAMIN FRANKLIN BLAIR, DOLORES ANN BLAIR</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:

# 1896 BORDA WAY, GARDNERVILLE, NV 89410 [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 <u>BLAIR LIVING TRUST</u> (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 ag	gree(s) to the terms and provisions	contained in this
Third Party Rider.		
BENJAMA FRANKLIN BLAIR, TRUSTEE UNDER THE		4
Same Thunden Stall	<u> </u>	2016
BENJAMAN FRANKLIN BLAIR, TRUSTEE UNDER THE	BLAIR LIVING TRUST DATED	NOVEMBE
3, 2004 <b>/</b>	•	\ \
DOLORES ANN BLAIR, TRUSTEE UNDER THE BLAIR I	1/4/2/016	\ \
DOLORES ANN BLAIR, TRUSTEE UNDER THE BLAIR	LIVING TRUST DATED	NOVEMBER 3,

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Antwonne Kim NMLSR ID: 950789



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX5653-1998

Reference #: 20153384100024

## **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.