324 Overland Ave. Tlings MT 59102

DOUGLAS COUNTY, NV

Rec:\$23.00

2016-887539

09/14/2016 12:36 PM

Pgs=10

Total:\$23.00

WELLS FARGO BANK



KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1418-34-201-002

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This instrument was prepared by: Wells Fargo Bank, N.A. LEAH E HAWES DOCUMENT PREPARATION 8505 IBM DRIVE 3RD FL Charlotte, NC 28262 1-800-400-3339

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20160960800039

Account #: XXX-XXX -XXX4663-1998

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 June 27, 2016, together with all Riders to this document.
- (B) "Borrower" is RONALD D. ALLING AND FRANCES P. ALLING, TRUSTEES OF THE ALLING TRUST, U/I/D SEPTEMBER 2, 1992. 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 June 27, 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, FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$500,000.00) 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 July 27, 2046.

(F) "Property" means the property that Property."	is describe	ed below	under the heading	g "Transfer of Rights in the
(G) "Loan" means all amounts owed now principal, interest, any prepayment charge Instrument, and also all sums due under this	s, late cha Security In	arges and strument,	other fees and of plus interest.	charges due under the Debt
(H) "Riders" means all Riders to this Secu are to be executed by Borrower [mark as app		nent that	are executed by Bo	rrower. The following Riders
	·		_	
(I) "Master Form Deed of Trust" means and recorded on <u>September 7, 2007</u> , as Institute Official Records in the Office of the Records	ument No.	0708893	in Book/Volume	0907 at Page 1382 - 1392 of
TRANSFER OF RIGHTS IN THE PRO	PERTY			\
This Security Instrument secures to Lender: extensions and modifications of the Debt I indebtedness is currently secured by this Security Instrume grants and conveys to Trustee, in trust, with processing the security Instrument of the se	nstrument, curity Instr nt and the	including ument; ar Debt Inst	any future advan d (ii) the performation of the contract of th	ces made at a time when no ince of Borrower's covenants urpose, Borrower irrevocably
County	of		Douglas	<u> </u>
[Type of Recording Jurisdiction]	The same of the sa	Name	of Recording Juriso	liction]
which currently has the address of				
1232 US HIG		0		
[Str	eetj			
GLENBROOK	, Neva	da	89413 [Zip Code]	_ ("Property Address"):
[City]			` , -	,
TOGETHER WITH all the improveme appurtenances, and fixtures now or hereafter covered by this Security Instrument. All of the "Property." The Property shall also include a Deed of Trust.	a part of the	e propert g is refer	y. All replacement red to in this Securi	s and additions shall also be ity Instrument as the

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

(page 2 of 5 pages) Documents Processed 06-20-2016 14:00:55 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.

ROYALD D. ALLING, TRUSTER OF THE ALLING TRUST DATED 9/2/92

- Borrower

FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92

- Borrower

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

NMLSR ID: 408685

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

(page 3 of 5 pages) Documents Processed 06-20-2016 14:00:55

For An Individual Acting In His/Her Own Right: State of Nevada County of Dougles	
This instrument was acknowledged before me on 6-27-16	(date) by
RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92	\ \
FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92	$\int \int$
(Seal, if any)	
DENA REED Notary Public - State of Nevada Appointment Recorded in Douglas County No: 03-80676-5 - Expires March 14, 2019	

For An Individual Trustee Borrower: State of Nevada County of DOIA This instrument was acknowledged before me on _______ (date)by RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92 FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92 (name(s) of person(s))as # (type of authority, e.g., officer, trustee, etc.) of the Alling In (name of party on behalf of whom instrument was executed). ignature of notarial (Seal, if any) DENA REED



Notary Public - State of Nevada Appointment Recorded in Dougles County No: 03-80876-5 - Expires March 14, 2019

EXHIBIT A

Reference: 20160960800039

Account: XXX-XXX-XXX4663-1998

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVAD A, DESCRIBED AS FOLLOWS: PARCEL 1: ALL THAT PORTION OF PARCELS A AND B AS SÁID PARCELS ARE SHOWN ON THAT CERTAIN P ARCEL MAP RECORDED DECEMBER 8, 1975, DOCUMENT NO. 86023, MORE PARTICULARLY DESC RIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 89 DEGREES 49' WEST, 898.65 FEET, MORE OR LESS, TO A POINT ON THE HIGH WATER LINE OF LAKE TAH OE; THENCE ALONG THE HIGH WATER LINE NORTH 20 DEGREES 09'22" WEST, 106.65 FEÉT; THENCE SOUTH 89 DEGREES 49' EAST, 146.75 FEET; THENCE NORTH 07 DEGREES 46'53" WEST, 20.05 FEET; THENCE NORTH 64 DEGREES 25' EAST, 63.74 FEET; THENCE SOUTH 63 DEGREES 28'39" EAST, 107.20 FEET; THENCE SOUTH 89 DEGREES 49' EAST, 35.00 FEET TO A POINT ON THE CENTERLINÉ OF A 20 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEM ENT; THENCE ALONG THE CENTERLINE OF SAID 20 FOOT EASEMENT THE FOLLOWING COURSES: THENCE SOUTH 58 DEGREES 19' EAST, 40.00 FEET; THENCE SOUTH 74 DEGREES 14'40" EAST, 74.97 FEET; THENCE SOUTH 62 DEGREES 11'00" WEST 87.39 FEET; THENCE SOUTH 89 DEGREES 49' EAST, 345.84 FEET TO A POINT ON THE WESTERLY LINE O F U.S. HIGHWAY 50; THENCE ALONG SAID WESTERLY LINE ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A R ADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 8 DEGREES 48'23", AN ARC LENGTH OF 124 .49 FEET TO THE POINT OF BEGINNING. SAID LAND MORE FULLY SET FORTH AS PARCEL B ON THAT CERTAIN RECORD OF SURVEY FOR WILLIAM G. KIMMEL, RECORDED ON DECEMBER 3, 1982, IN BOOK 1282, PAGE 200, DOCUM ENT NO. 73696, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. EXCEPT THEREFROM: ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: ALL THAT PORTION OF PARCEL B, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, FILED FOR RECORD ON DECEMBER 3, 1982, IN BOOK 1282, PAGE 200, DOCUMENT NO. 73696, MOR E PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERLY END OF THAT CERTAIN COURSE "NORTH 63 DEGREES 28'39" W EST 107.20 FEET" ON THE NORTHERLY BOUNDARY OF SAID PARCEL B; THENCE SOUTH 63 DE GREES 28'39" EAST 26.16 FEET; THENCE NORTH 89 DEGREES 49'00" WEST 47.49 FEET: T HENCE NORTH 63 DEGREES 25'00" EAST 26.70 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARING FOR THIS SURVEY IS THAT RECORD OF SURVEY FILED FOR RECORD IN BOOK 1282 AT PAGE 200, DOCUMENT NO. 73696, BEING THE BEARING NORTH 89 DEGREE S 49'00" WEST BETWEEN FOUND MONUMENTS. PARCEL 2: ALL THAT PORTION OF PARCEL A, AS SHOWN ON DECEMBER 3, 1982 IN BOOK 1282, PAGE 2 00, DOCUMENT NO. 73696, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, MORE PARTIC ULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 63 DEGREES 28'39" EAST 34.62 FEET FROM T HE WESTERLY END OF THAT CERTAIN COURSE "NORTH 63 DEGREES 28'39" WEST 107.20 FEE T" ON THE SOUTHERLY BOUNDARY OF SAID PARCEL A, THENCE NORTH 44 DEGREES 35'58" E AST 15.21 FEET; THENCE SOUTH 51 DEGREES 15'15" EAST 21.87 FEET; THENCE SOUTH 44 DEGREES 29'25" WEST 10.33 FEET; NORTH 63 DEGREES 28'39" WEST 22.91 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL WITH THAT RECORD OF SURVEY FIL ED FOR RECORD ON DECEMBER 3, 1982, DOCUMENT NO. 73696, BEING THE BEARING NORTH 89 DEGREES 49'00" WEST BETWEEN FOUND MONUMENTS. PARCEL 3: AN EASEMENT FOR INGRESS AND EGRESS AND UTILITY OVER A PORTION OF THE SOUTHERLY 10 FEET OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY, RECORDED DECEMBER 3, 1982, AS DOCUMENT NO. 73696. REFERENCE IS FURTHER MADE TO PARCEL B AS DISCLOSED ON THAT CERTAIN RECORD OF SURVEY TO SUPPORT A LOT LINE ADJUSTMENT FOR RONALD D. ALLING, RECORDED JUNE 3, 19 94, AS DOCUMENT NO. 338928. NOTE: SAID LEGAL DESCRIPTION WAS PREVIOUSLY CONTAINED IN DOCUMENT RECORDED OCT OBER 22, 2004, IN BOOK 1004, PAGE 9168, AS DOCUMENT NO. 627377, OFFICIAL RECORD S. DOUGLAS COUNTY, NEVADA.



Exhibit A, HE101033 CDP.V1 07/2004 HE-101033-082214

Reference Number:

20160960800039

Account Number:

XXX-XXX-XXX4663-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>June 27, 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>RONALD D. ALLING</u>, FRANCES P. ALLING, (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:

1232 US HIGHWAY 50, GLENBROOK, NV 89413 [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>ALLING 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 agree(s) to the terms and provisions contained in this Third Party Rider.

RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92

FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST DATED 9/2/92

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: ERIC BICKENBACH NMLSR ID: 408685

3rd Party Rider, HE101137 HCWF#132.v10 (8/16/14) HE-101137-0314



2/2 Documents Processed 06-20-2016 14:00:53 Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX4663-1998

Reference #: 20160960800039

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

Jolinda Clark Vice President Loan Doc

NV_SSN_AFF_HE109101_HCWF#903v1 (8/16/14)

1/1 Documents Processed 06-20-2016 14:00:53

HE-HE109101-0314