**DOUGLAS COUNTY, NV** 

KAREN ELLISON, RECORDER

2016-889178

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FIRST AMERICAN TITLE MINDEN

Assessor's Parcel Number: 1221-10-000-008

250/82/8-JC 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. **BONNIE COPE** DOCUMENT PREPARATION 1150 W WASHINGTON ST TEMPE, AZ 85281-1480 1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20162091300006

Account #: XXX-XXX-XXX9023-1998

### 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 October 10, 2016, together with all Riders to this document.
- (B) "Borrower" is ROBERT G O'BERG AND SHARON L O'BERG TRUSTEES OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003. 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 October 10, 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) 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 November 10, 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 Douglas [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] SEE ATTACHED EXHIBIT A which currently has the address of 2600 OLD RANCH RD [Street] **GARDNERVILLE** 89410-0000 ("Property Address"): , Nevada [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 <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.

Cher 9 0 300 10/16	1
ROBERT G O'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003	- Borrower
Sharon L. O'Berg 10/10/2016	
SHARON L O'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21,	- Borrower

For An Individual Acting In His/Her Own Right: State of Nevada County of Alonglas This instrument was acknowledged before me on 10-10-2016 (date) by ROBERT GO'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003 SHARON L O'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003 (name(s) of person(s)). Signature of notarial officer) (Seal, if any) (Title and rank (optional)) J. LANE Notary Public-State of Nevada APPT NO. 98-1380-5 My App. Expires March 16, 2017

For An Individual Trustee Borrower:

State of Nevada County of Nevada

This instrument was acknowledged before me on /

October 2016

ROBERT G O'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003

SHARON L O'BERG TRUSTEE OF THE O'BERG FAMILY TRUST DATED MARCH 21, 2003

(name(s) of person(s)) as fustion (type of authority, e.g., officer, trustee, etc.) of the O'Bern Tanney (name of party on behalf of whom instrument was executed).

(Seal, if any)

(Signature of notarial officer)

(Title and rank (optional))

J. LANE
Notary Public-State of Nevada
APPT NO. 98-1380-5
My App. Expires March 16, 2017



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

(page 5 of 5 pages) Documents Processed 10-07-2016 13:24:15 **Reference Number:** 20162091300006

Account Number: XXX-XXX-XXX9023-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on October 10, 2016 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 ROBERT G O'BERG, SHARON L O'BERG. (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:

# 2600 OLD RANCH RD, GARDNERVILLE, NV 89410-0000 [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 O'BERG FAMILY 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.

Inird Party Rider.	/\
ROBERT G O'BERG TRUSTEE OF THE O'BERG FAMILY	10/10/16
ROBERT G O'BERG TRUSTEE OF THE O'BERG FAMILY	TRUST DATED MARCH 21, 2003
Sharon L. O'Berg	10/10/2016
SHARON LOBERG TRUSTEE OF THE OBERG FAMILY	TRUST DATED MARCH 21, 2003

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: METHINEE AVERILL NMLSR ID: 000000479799

## **EXHIBIT 'A'**

BEING A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 12 NORTH, RANGE 21, EAST, FURTHER DESCRIBED AS FOLLOWS:

PARCEL 1, AS SET FORTH ON THE CERTAIN PARCEL MAP LDA 98-026 FOR JOSEPH W. HEFLIN, JR. AND PAMELA C. HEFLIN, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER IN DOUGLAS COUNTY, NEVADA, ON JULY 30, 1998, IN BOOK 798, AT PAGE 6652, AS DOCUMENT NO. 445746.

