

Assessor's Parcel Number: 1418-27-411-005

Recording Requested By and
After Recording Return To:

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

This instrument was prepared by:

Wells Fargo Bank, N.A.

KAREN SHARE WITCHER

DOCUMENT PREPARATION

7711 PLANTATION ROAD

ROANOKE, VA 24019

1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name

NV License #

Reference number: 20162035000026

Account #: XXX-XXX-XXX3957-1998

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 19, 2016, together with all Riders to this document.

(B) **"Borrower"** is MARK BAILEY AND TANNA J. BAILEY, TRUSTEES OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010. 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 19, 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 NINETY THOUSAND EIGHT HUNDRED AND 00/100THS Dollars (U.S. \$190,800.00) 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 19, 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] _____ 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]

SEE ATTACHED EXHIBIT

which currently has the address of
_____ 1314 CAVE ROCK DRIVE A _____
[Street]

_____ ZEPHYR COVE _____, Nevada _____ 89448 _____ ("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.

 TTE

MARK BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010 - Borrower

 TTE

TANNA J. BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010 - Borrower

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Washoe

This instrument was acknowledged before me on 10/19/2016 (date) by

MARK BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010

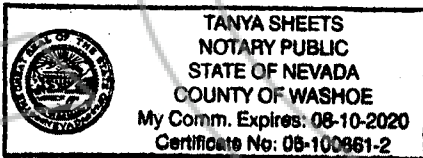
TANNA J. BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010

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

(Seal, if any)

Tanya Sheets
(Signature of Notarial officer)

Notary Public
(Title and rank (optional))



For An Individual Trustee Borrower:

State of Nevada
County of Washoe

This instrument was acknowledged before me on 10/19/2016 (date) by
MARK BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010
TANNA J. BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010

(name(s) of person(s)) as Mark Bailey (type of authority, e.g., officer, trustee,
Tanna J. Bailey (name of party on behalf of
etc.) of The Bailey Living Trust, Dated February 25, 2010 (name of party on behalf of
whom instrument was executed).

Tanya Sheets
(Signature of notarial officer)

(Seal, if any)

Notary Public
(Title and rank (optional))

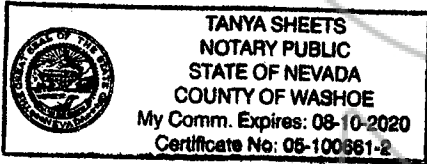


EXHIBIT A

Reference: 2016203500026

Account: XXX-XXX-XXX3957-1998

Legal Description:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: PARCEL I: UNIT 5, AS SET FORTH ON THE OFFICIAL PLAT OF CAVE ROCK VILLAS, RECORDED AUGUST 16, 1977 AS DOCUMENT NO. 12016, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, BEING A SUBDIVISION OF LOT 3 OF CAVE ROCK ESTATES UNIT NO. 1 RECORDED JANUARY 3, 1962 AS DOCUMENT NO. 19323 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA AND AS DELINEATED ON THAT RECORD OF SURVEY OF CAVE ROCK VILLAS, RECORDED OCTOBER 9, 1979 IN BOOK 1079 OF OFFICIAL RECORDS, AT PAGE 634, DOUGLAS COUNTY, NEVADA. PARCEL II: TOGETHER WITH AN UNDIVIDED 1/22 INTEREST IN AND TO THAT PORTION DESIGNATED AS COMMON AREAS AS SET FORTH ON THE OFFICIAL PLAT OF CAVE ROCK VILLAS, RECORDED AUGUST 16, 1977 AS DOCUMENT NO. 12016, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, BEING A SUBDIVISION OF LOT 3 OF CAVE ROCK ESTATES UNIT NO. 1 RECORDED JANUARY 3, 1962 AS DOCUMENT NO. 19323 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA AND AS SHOWN ON THAT RECORD OF SURVEY OF CAVE ROCK VILLAS, RECORDED OCTOBER 9, 1979 IN BOOK 1079 OF OFFICIAL RECORDS, AT PAGE 634, DOUGLAS COUNTY, NEVADA. PARCEL III: TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE MERIDIAN AT HUGHES CENTER DECLARATION. PARCEL IV: A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE ENJOYMENT AND OTHER PURPOSES ALL AS DESCRIBED ON THE PLAT AND DECLARATION THEREOF.

Reference Number: 20162035000026
Account Number: XXX-XXX-XXX3957-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on October 19, 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 MARK BAILEY, TANNA J BAILEY, (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:

1314 CAVE ROCK DRIVE A, ZEPHYR COVE, NV 89448
[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 BAILEY 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.

Mark Bailey, TTE
MARK BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010

Tanna J. Bailey, TTE
TANNA J. BAILEY, TRUSTEE OF THE BAILEY LIVING TRUST, DATED FEBRUARY 25, 2010

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Agnes Meszaros
NMLSR ID: 1181474

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX3957-1998

Reference #: 20162035000026

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