DOUGLAS COUNTY, NV

2016-891172

Rec:\$21.00

\$21.00 Pgs=8

11/23/2016 11:50 AM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1220-16-810-059

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.
JENNIFER THOM BARNES
DOCUMENT PREPARATION
2324 OVERLAND AVE
BILLINGS, MT 59102
1-866-537-8489

# [Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20162156000038

Account #: XXX-XXX-XXX0801-1998

### 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 November 10, 2016, together with all Riders to this document.
- **(B) "Borrower"** is <u>DANIEL L. WALTERS AND SHERI L. WALTERS, TRUSTEES OF "THE WALTERS FAMILY 2003 TRUST"</u>. 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 November 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 December 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
- (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 Ride	er '
X Third Party Ric	der
N/A Other(s) [speci	fy] N/A

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>August 14, 2007</u>, and recorded on <u>September 7, 2007</u>, as Instrument No. <u>0708893</u> in Book/Volume <u>0907</u> at Page <u>1382 - 1392</u> of the Official Records in the Office of the Recorder of <u>Douglas County/City</u>, 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]	

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: ALL OF LOT 15, IN BLOCK 2, OF C.E.S. SUBDIVISION, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 2, 1980, IN BOOK 780, PAGE 100, AS DOCUMENT NO. 45876, AND CERTIFICATE OF AMENDMENT RECORDED AUGUST 13, 1982, IN BOOK 882, PAGE 575, AS DOCUMENT NO. 70146.

which current	ly has the address of			
	1321 LA	NGLEY DR		
	[S	treet]		
	GARDNERVILLE	, Nevada	89460	("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 <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.

DANIEL L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST

- Borrower

SHERI L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: Tanner Jay Rhineheart

NMLSR ID: 1478147

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 Doug ks This instrument was acknowledged before me on Wov [2, 20]0 (date) by DANIEL L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST SHERI L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST (name(s) of person(s)). (Seal, if any) (Title and rank (optional) SHANNON RUSSELL **NOTARY PUBLIC** STATE OF NEVADA My Comm. Expires: 10-01-2020

Certificate No: 12-9537-5

For An Individual Trustee Borrower:

This instrument was acknowledged before me on 11210 (date)by

DANIEL L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST

SHERI L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST

(name(s) of person(s))as the telester.) of waters Farricy

\_(type of authority, e.g., officer, trustee, name of party on behalf of

whom instrument was executed).

(Seal, if any)

SHANNON RUSSELL
NOTARY PUBLIC
STATE OF NEVADA
y Comm. Expires: 10-01-2020

Certificate No: 12-9537-5

(Title and rank (optional))

(Signature of notarial officer)

2002 tu

## Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX0801-1998

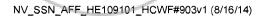
Reference #: 20162156000038

# 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



**Reference Number:** 20162156000038

Account Number: XXX-XXX-XXX0801-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 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 DANIEL L. WALTERS, SHERI L. WALTERS. (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:

### 1321 LANGLEY DR, GARDNERVILLE, NV 89460 [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 WALTERS FAMILY 2003 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. DANIEL L. WALTERS, TRUSTEE OF THE WALTERS FAMILY 2003 TRUST Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Tanner Jay Rhineheart NMLSR ID: 1478147