DOUGLAS COUNTY, NV

2017-893025

Rec:\$22.00

\$22.00

01/06/2017 08:09 AM

AMERICAN TITLE - TEAM 1 KAREN ELLISON, RECORDER

Pgs=9

Assessor's Parcel Number: 1418-10-801-003

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: 20162580100024

Account #: XXX-XXX-XXX7803-1998

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 December 20, 2016, together with all Riders to this document.
- (B) "Borrower" is HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH, TRUSTEES OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST. 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 December 20, 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, SIXTY THOUSAND AND 00/100THS Dollars (U.S. \$60,000.00) 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 January 20, 2047.

- **(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]:

| <u>N/A</u> | 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 <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</u> 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 | Dou | glas | |
|---------------------------------|----|-----------------|--------------------|--|
| [Type of Recording Jurisdiction | 1] | [Name of Record | ling Jurisdiction] | |
| | | | | |
| | | N | 74. | |

SEE ATTACHED EXHIBIT A

| which currently has the address of | | | |
|------------------------------------|--------------|------------|-----------------------|
| 188 YELLOW JA | ACKET ROAD 2 | | |
| [Str | eet] | | |
| GLENBROOK | , Nevada | 89413 | ("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.

HARRY S. GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST

- Borrower

Juda Verry Jelomin Trustee

LINDA PERRY GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA - Borrower PERRY GOLDSMITH REVOCABLE LIVING TRUST

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: Andrea Danielle Foster NMLSR ID: 963883 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 Carson C This instrument was acknowledged before me on December 20,20 V (date) by HARRY S. GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING **TRUST** LINDA PERRY GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST (name(s) of person(s)). (Signature of notarial offider) (Seal, if any) (Title and rank (option SHANNON RUSSELL NOTARY PUBLIC STATE OF NEVADA My Comm. Expires: 10-01-2020 Certificate No: 12-9537-5

For An Individual Trustee Borrower: State of Nexada County of avec This instrument was acknowledged before me on De Zal Cate) by HARRY S. GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST LINDA PERRY GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST (name(s) of person(s))as (type of authority, e.g., officer, trustee, etc.) offmy SadSwilmand whom instrument was executed). (name of party on behalf of (Signature of notarial officer) (Seal, if any)

SHANNON RUSSELL **NOTARY PUBLIC** STATE OF NEVADA

My Comm. Expires: 10-01-2020 Certificate No: 12-9537-5

tle and rank (option

EXHIBIT A

Reference: 20162580100024 Account: XXX-XXX7803-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN GLENBROOK, DOUGLAS COUNTY, NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 13 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED FROM THE GLENBROOK COMPANY TO ARTHUR N. SURVERKRUP AND WIFE RUDY C., IN BOOK X OF DEED, PAGE 256, RECORDS OF DOUGLAS COUNTY, NEVADA, ON SOUTHERLY SIDE LINE OF A 30 FOOT ROADWAY FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 10 BEARS SOUTH 39 DEGREES 45 MINUTES WEST 786.0 FEET; THENCE SOUTH 2 DEGREES 54 MINUTES WEST 270.90 FEET EXTENDED ON ITS SAME COURSE; THENCE NORTH 87 DEGREES 06 MINUTES WEST 416.56 FEET: THENCE NORTH 42 DEGREES 41 MINUTES WEST 9.37 FEET TO THE SOUTH MOST CORNER OF THE LAND CONVEYED BY THE GLENBROOK COMPANY TO E.S. CLARK AND WIFE ELIZABETH BY DEED RECORDED IN BOOK "Y" OF DEEDS, PAGE 21, RECORDS OF DOUGLAS COUNTY, NEVADA; THENCE ALONG THE SOUTHEAST AND NORTHEAST LINES OF SAID CLARK LAND: NORTH 62 DEGREES 30 MINUTES EAST 343.24 FEET, NORTH 38 DEGREES 28 MINUTES WEST 114.53 FEET TO THE SOUTHERLY LINE OF THE AFORESAID 30 FOOT ROADWAY; THENCE ALONG THE SOUTHERLY SIDE LINE OF SAID ROADWAY; NORTH 87 DEGREES 37 MINUTES EAST 51.02 FEET; SOUTH 87 DEGREES 06 MINUTES EAST 152.08 FEET TO THE PLACE OF BEGINNING. THE ABOVE METES AND BOUNDS DESCRIPTION APPEARS PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JANUARY 2, 2002 IN BOOK 102, PAGE 131, AS DOCUMENT NO. 531422, OF OFFICIAL RECORDS.



Reference Number:

20162580100024

Account Number:

XXX-XXX-XXX7803-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on December 20, 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 HARRY S. GOLDSMITH, LINDA PERRY GOLDSMITH. (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:

188 YELLOW JACKET ROAD 2, 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 HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE 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. HARRY S, GOLDSMITH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST Goldsmin Trustee LINDA PERRY GOLDSMIPH, TRUSTEE OF THE HARRY S. GOLDSMITH AND LINDA PERRY GOLDSMITH REVOCABLE LIVING TRUST

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Andrea Danielle Foster NMLSR ID: 963883

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX7803-1998

Reference #: 20162580100024

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

KOBY O'REAR

IP OF LOAN

NV_SSN_AFF_HE109101_HCWF#903v1 (8/16/14)