DOUGLAS COUNTY, NV

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2017-896515

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03/29/2017 10:59 AM

AMERICAN TITLE - TEAM 1

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1418-27-410-004

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. ALISA PRICE DOCUMENT PREPARATION 7711 PLANTATION RD ROANOKE, VA 24019 1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20162925000017

Account #: XXX-XXX-XXX6150-1998

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 March 13, 2017, together with all Riders to this document.
- (B) "Borrower" is <u>DYAN M. BEITO AND RICHARD S. BEITO</u>, <u>AS CO-TRUSTEES OF THE BEITO 1997 FAMILY TRUST (AS RESTATED) UNDER AGREEMENT DATED SEPTEMBER 26TH, 2005</u>. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u>. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. 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 March 13, 2017. 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, THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$325,000.00) 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 April 13, 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]:

N/A	Leasehold Rider	
Χ	Third Party Rider	
	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	Douglas
[Type of Recording Jurisdiction]	The second second	[Name of Recording Jurisdiction]

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 13, AS SHOWN ON THE MAP OF CAVE ROCK ESTATES UNIT NO. 1, FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, ON JANUARY 3, 1962, AS FILE NO. 19323. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, O IL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. Tax Map Reference: 1418-27-410-004

which currently	has the address of			4
-	1311 WIN	DING WAY		
	[S	treet]		
	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 <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.

RICHARD S. BENTO, AS CO. TRUSTEE OF THE BEITO 1997 FAMILY TRUST (AS

RESTATED) UNDER AGREEMENT DATED SEPTEMBER 26TH, 2005

- Borrower

DYAN M BEITO, AS CO-TRUSTEE OF THE BEITO 1997 FAMILY TRUST (AS

RESTAND) UNDER AGREEMENT DATED SEPTEMBER 26TH, 2005

- Borrower

For An Individual Acting In His/Her Own Right: State of Nevada County of

This instrument was acknowledged before me on March 20, 2017 (date) by

RICHARD S. BEITO, AS CO-TRUSTEE OF THE BEITO 1997 FAMILY TRUST (AS RESTATED) UNDER AGREEMENT DATED SEPTEMBER 26TH, 2005

DYAN M. BEITO, AS CO-TRUSTEE OF THE BEITO 1997 FAMILY TRUST (AS RESTATED) UNDER AGREEMENT DATED SEPTEMBER 26TH, 2005

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

(Seal, if any)

(Signature of notarial officer)

(Title and rank (optional))

RENEE PEDALINO
NOTARY PUBLIC
STATE OF NEVADA

Ny Commission Expires: 03-18-18

Certificate No: 14-13653-5

For An Individual Trustee Borrower: State of Nevada County of Dou This instrument was acknowledged before me on O32017(date)by RICHARD S. BEITO, AS CO-TRUSTEE OF THE BEITO 1997 FAMILY TRUST. (AS RESTATED) UNDER AGREEMENT DATED DYAN M. BEITO, AS CO-TRUSTEE SEPTEMBER 26TH, 2005 (name(s) of person(s)) as TVV etc.) of of the Beito que (type of authority, e.g., officer, trustee, acted september 26, 2005. whom instrument was executed). (Signature of notarial officer) (Seal, if any) RENEE PEDALINO (Title and rank (optional)) **NOTARY PUBLIC** STATE OF NEVADA My Commission Expires: 03-18-18

Certificate No: 14-13653-5

Reference Number:

20162925000017

Account Number:

XXX-XXX-XXX6150-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on March 13, 2017 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 RICHARD S. BEITO, DYAN M. BEITO. (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:

1311 WINDING WAY, 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 <u>BEITO 1997 FAMILY 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.
\	AS CO-TINUSTEZ
-	TO THE DELTA ASSOCIATION OF THE DELTA LOSS EAVILLY TOUGH (AS DESTATED LINDER
	RICHARD S. BEITO, AS CO-TRUSTER OF THE BEITO 1997 FAMILY TRUST (AS RESTATED) UNDER
	AGREEMENT DATED SEPTEMBER 26TH, 2005
	Dept Molet Mistec
	DYAN M. BEITO, AS CO-TRUSTEE OF THE BEITO 1997 FAMILY TRUST (AS RESTATED) UNDER
	AGRÉEMENT DATED SEPTEMBER 26TH, 2005

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: Rocky Christopher Martinez JR NMLSR ID: 767968

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

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX6150-1998

Reference #: 20162925000017

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

Rodney Hutchinson
VP Loan Documentation