DOUGLAS COUNTY, NV

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AMERICAN TITLE - TEAM 2

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KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1420-28-601-048

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: 20170554600027

Account #: XXX-XXX-XXX4729-1998

# 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 April 18, 2017, together with all Riders to this document.
- (B) "Borrower" is RANDALL S. PHILLIPS AND VICTORIA J. PHILLIPS, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. 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 April 18, 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) 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 May 18, 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		,
N/A	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			
	1326 PORTER DR		
	[Street]		
MINDEN	, Nevada	89423	("Property Address"):
[City]	7	[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.

Pandall S. Chillips

- Borrower

VICTORIA J. PHILLI**/**S

- Borrower

For An Individual Acting In His/Her Own Right:
State of Nevada
County of 1000165

This instrument was acknowledged before me on 10, 2017 (date) by

RANDALL S. PHILLIPS

VICTORIA J. PHILLIPS

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

(Seal, if any)

SHANNON RUSSELL
NOTARY PUBLIC
STATE OF NEVADA
My Comm. Expires: 10-01-2020
Certificate No: 12-9537-5

(Title and rank (optional))

Signature of notarial officer)

#### **EXHIBIT A**

ALL THAT CERTAIN LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

#### PARCEL 1:

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 266.75 NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED IN THE DEED TO HAROLD KRABBENHOFT, ET AL, RECORDED SEPTEMBER 25, 1970 IN BOOK 79 OF OFFICIAL RECORDS AT PAGE 511, DOUGLAS COUNTY, NEVADA, THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 61.82 FEET TO THE SOUTHWEST CORNER OF LAND CONVEYED TO IN THE DEED TO JEAN LEKUMBERRY, RECORDED MAY 10, 1974 IN BOOK 574 OF OFFICIAL RECORDS AT PAGE 327, DOUGLAS COUNTY, NEVADA: THENCE ALONG THE SOUTH BOUNDARY OF SAID LAND OF LEKUMBERRY, EAST 326.60 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED IN DEED TO HAROLD KRABBENHOFT, ET AL, RECORDED APRIL 7, 1970 IN BOOK 75 OF OFFICIAL RECORDS, AT PAGE 241, DOUGLAS COUNTY, NEVADA; THENCE ALONG THE WEST BOUNDARY OF SAID LAST LAND, SOUTH 61.82 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED IN DEED TO MELVIN CHARLES SIMON, ET UX, RECORDED APRIL 5, 1972 IN BOOK 98 OF OFFICIAL RECORDS AT PAGE 569, DOUGLAS COUNTY, NEVADA; THENCE ALONG THE NORTH BOUNDARY OF SAID LANDS OF KRABBENHOFT AND SIMON, WEST 326.6 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 163.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER A DISTANCE OF 163.30 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 266.75 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 163.30 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.

### **EXHIBIT A**

PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOC # 0509350 ON 02/26/2001

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER:

1420-28-601-048

ATI ORDER NUMBER:

201703070287



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX4729-1998

Reference #: 20170554600027

## 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.

Koby O'Rear VP Loan Documentation

NV\_SSN\_AFF\_HE109101\_HCWF#903v1 (8/16/14)

HE-HE109101-0314

1/1 Documents Processed 04-14-2017 11:09:33