**DOUGLAS COUNTY, NV** 

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2017-901131

07/07/2017 12:58 PM

AMERICAN TITLE - TEAM 2

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1220-08-802-020

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. SARAH M JOHNSON 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: 20171070400017

Account #: XXX-XXX-XXX8784-1998

## 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 <u>June 22, 2017</u>, together with all Riders to this document.
- (B) "Borrower" is JOINT TENANTS. DANIEL VILLALOBOS AND JENNIFER E. VILLALOBOS, HUSBAND AND WIFE AS 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 June 22, 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, ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$125,000.00) 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 July 22, 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] (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 Douglas [Name of Recording Jurisdiction] [Type of Recording Jurisdiction] SEE ATTACHED EXHIBIT which currently has the address of 1172 BIG JAKE CT [Street]

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.

. Nevada

GARDNERVILLE

[City]

("Property Address"):

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.

- Borrower - Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: Theresa Loretta McLaughlin

NMLSR ID: 843500

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 State of Nevada County of	1-22 17
This instrument was acknowledged before	ore me on $6-33-17$ (date) by
DANIEL VILLALOBOS	\ \
JENNIFER E. VILLALOBOS	
(name(s) of person(s)).	Cheryl agresti (Signature of notarial officer)
(Seal, if any)	(Signature of notarial forncer)  Notary Public  (Title and rank (optional))
CHERYL AGRESTI Notary Public, State of Nevada Appointment No. 05-99648-5 My Appt. Expires Oct 1, 2017	

#### **EXHIBIT A**

Reference: 20171070400017

Account: XXX-XXX-XXX8784-1998

### Legal Description:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: PARCEL 1: PARCEL B, AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR PHI LLIP D. MCKINNON ET UX, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER O F DOUGLAS COUNTY, NEVADA, ON JANUARY 27, 1976, AS DOCUMENT NO. 86935. PARCEL 2: A FIFTEEN (15) FOOT NON-EXCLUSIVE IRRIGATION EASEMENT FOR INGRESS AND EGRESS, WITH INCIDENTS THERETO AS GRANTED TO PHILLIP D. MCKINNON, ET UX, IN INSTRUMENT RECORDED FEBRUARY 21, 1996, IN BOOK 0296 OF OFFICIAL RECORDS, AT PAGE 3400, AS DOCUMENT NO. 381716. PARCEL 3: A FORTY (40) FOOT WIDE PRIVATE ROAD EASEMENT AS SHOWN ON PARCEL 14, AS SET FORTH ON THE PARCEL MAP FOR SILVERANCH SUBDIVISION, PHASE 8, FILED FOR RECORDS IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER IN BOOK 0504 OF OFFICIAL RECORDS, AT PAGE 2789, AS DOCUMENT NO. 612542, AS GRANTED TO PHILLIP D. MCKINNON AND CHARLOTTE A. MCKINNON, TRUSTEES OF THE MCKINNON FAMILY TRUST DATED NOVEMBER 18, 1999 IN INSTRUMENT RECORDED MAY 7, 2004, IN BOOK 0504, AT PAGE 2795, AS DOCUMENT NO. 0612544. PARCEL 4: A PUBLIC UTILITY EASEMENT AS SET FORTH IN THE PUBLIC UTILITY EASEMENT DEED, RECORDED MARCH 11, 2005 IN BOOK 305, PAGE 4305, DOCUMENT NO. 638635.



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX8784-1998

Reference #: 20171070400017

# Social Security Number Affirmation

1 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

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

1/1 Documents Processed 06-19-2017 13:26:47

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