DOUGLAS COUNTY, NV

2017-906831

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FIRST CENTENNIAL - RENO (MAIN OFFICE)

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1418-34-301-006

After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This instrument was prepared by: Wells Fargo Bank, N.A. CRISTAL A BOYD DOCUMENT PREPARATION 8505 IBM DRIVE 3RD FL Charlotte, NC 28262 1-800-400-3339

Escrow No. 230813DR [Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20172513600014

Account #: XXX-XXX-XXX9563-1998

## 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 07, 2017, together with all Riders to this document.
- (B) "Borrower" is LINDA HALDAN PASCOTTO, TRUSTEE OF THE LINDA HALDAN PASCOTTO REVOCABLE TRUST DATED MARCH 7, 1995 AND AMENDED AND RESTATED ON APRIL 8, 2005. 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 07, 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 MILLION AND 00/100THS Dollars (U.S. \$3,000,000.00) 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 07, 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 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 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 EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

1186 HIGHWAY 50 #3 [Street]

**GLENBROOK** 

[City]

which currently has the address of

("Property Address"):

89413

[Zip Code]

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.

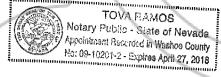
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

LINDA HALDAN PASCOTTO, TRUSTEE OF THE LINDA HALDAN PASCOTTO REVOCABLE TRUST DATED MARCH 7, 1995

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: MULL, ALICE G NMLSR ID: 614836 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 Lashoe
This instrument was acknowledged before me on (date) by
LINDA HALDAN PASCOTTO, TRUSTEE OF THE LINDA HALDAN PASCOTTO REVOCABLE TRUST DATED MARCH 7, 1995
Linda Haldan Pascotto, individually
(name(s) of person(s)).
(Seal, if any)  (Seal, if any)  (Seal, if any)  (Signature of notarial officer)  (Title and rank (optional))
TOVA RAMOS  Notary Public - State of Nevada Appointment Recorded in Washoo County No: 09-10201-2 - Expires April 27, 2018



notary public (Title and rank (optional))



NEVADA – SHORT FORM OPEN-END SECURITY INSTRUMENTHCWF#4812-7270-3489v5 (8/15/15) NV-107006-0315

(page 5 of 5 pages) Documents Processed 11-02-2017 10:19:02 **Reference Number:** 20172513600014

Account Number:

XXX-XXX-XXX9563-1998

Wells Fargo Bank, N. A.

### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 07, 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 LINDA HALDAN PASCOTTO, (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:

### 1186 HIGHWAY 50 #3, 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 LINDA HALDAN PASCOTTO REVOCABLE (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.

LINDA HALDAN PASCOTTO, TRUSTEE OF THE LINDA HALDAN PASCOTTO REVOCABLE TRUST DATED MARCH 7, 1995

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: MULL, ALICE G

NMLSR ID: 614836



3rd Party Rider, HE101137 HCWF#132.v10 (8/16/14) HE-101137-0314

# EXHIBIT "A" Legal Description

All of the South one-half of the South one-half of Lot 2 and North one-half of Lot 3, all in Lot 3, Section 34, Township 14 North, Range 18 East, designated on the Official Map and known as the "Beatty Tract", recorded on March 5, 1947, as Subdivision Map 1418, File 4437, in the Douglas County Recorder's Office, at Lake Tahoe more particularly described as follows:

Beginning at a point on the Westerly line of U.S. Highway 50 which bears North 12°34′30" West 2,414.09 feet from the South ¼ corner of said Section 34; thence South 06°13′20" West 97.05 feet to the beginning of a tangent curve to the left with a radius of 840 feet and a central angle of 03°39′36"; thence along said curve an arc length of 53.66 feet; thence North 89°53′00" West 696 feet, more or less, to a point on the approximate Low Water Line of Lake Tahoe at an elevation of 6,223.0 feet, Lake Tahoe Datum; thence along the approximate Low Water Line, North 15°14′09" West 155.55 feet; thence South 89°53′00" East 751.1 feet, more or less, to the point of beginning

Note: The above metes and bounds description previously appeared in document recorded October 19, 2007, in Book 1007, page 5607, as Document No. 711532, Official Records of Douglas County, Nevada.

APN: 1418-34-301-006