DOUGLAS COUNTY, NV

2018-916213

Rec:\$35.00

Pgs=9

KAREN ELLISON, RECORDER

06/28/2018 02:36 PM

\$35.00 AMERICAN TITLE - TEAM 2

Assessor's Parcel Number: 1219-09-001-015

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. LARRY FRITZ 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: 20180920014211

Account #: XXX-XXX-XXX 0080-1998

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 June 13, 2018, together with all Riders to this document.
- (B) "Borrower" is DENNIS L. GUNDERSON AND PATRICIA A. GUNDERSON AS CO-TRUSTEES OF THE TD GUNDY REVOCABLE TRUST DATED JULY 8, 2002. Borrower is the trustor under this Security
- (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 13, 2018. 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, FOUR HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 400,000.00) 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 13, 2048
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the
- (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 <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] [Name of Recording Jurisdiction]
[13 pe of Recording surrounding [14 and of Recording surrounding
SEE ATTACHED EXHIBIT which currently has the address of 167 JEANNIE LN
[Street]
GARDNERVILLE [City], Nevada 89460 ("Property Address"): 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.

DENNIS L. GUNDERSON, AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST

- Borrower DATED JULY 8, 2002

PATRICIA A. GUNDERSON AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE

TRUST

DATED JULY 8, 2002

- Borrower TRUST

- Borrower DATED JULY 8, 2002

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: Cinthia Yaneth Rosas

NMLSR ID: 1269653

For An Individual Acting In His/Her Own Right:
State of Nevada
County of Douglas
This instrument was acknowledged before me on 12.00.13.2018

DENNIS L. GUNDERSON, AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST

DATED JULY 8, 2002

(date) by

PATRICIA A. GUNDERSON AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST DATED JULY 8, 2002

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

(Seal, if any)

(Signature of notarial officer)

JENNIE JACKSON NOTARY PUBLIC STATE OF NEVADA

ly Commission Expires: 03-18-2021 Certificate No: 13-9904-5 (Title and rank (optional))

For An Individual Trustee Borrower:

State of Nevada

County of Dougles

This instrument was acknowledged before me on 41318 (date) by

DENNIS L. GUNDERSON, AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST DATED JULY 8, 2002

PATRICIA A. GUNDERSON AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST DATED JULY 8, 200

(name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of the TD Gundy herocable Trust (name of party on behalf of whom instrument was executed) Detect the \$12000.

(Seal, if any)

(Title and rank (optional))

grature of notarial officer

NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 03-18-2021 Certificate No: 13-9904-5

JENNIE JACKSON

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX0080-1998

Reference #: 20180920014211

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

Wells Fargo Bank, N.A.

Rodney Hutchinson
Vice President Loan Documentation

NV_SSN_AFF_HE109101_HCWF#903v1 (2/10/18)

EXHIBIT A

Reference: 20180920014211

Account: XXX-XXX-XXX0080-1998

Legal Description:

ALL THAT REAL PROPERTY SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA. DESCRIBED AS FOLLOWS: A PARCEL OF LAND, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 O F THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9, PROCEED SOUTH 0 DEGREES 09 MINUTES WEST 988.56 FEET AND NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST 645.17 FEET, TO THE TRUE POINT OF BEGINNI NG, WHICH IS THE SOUTHEAST CORNER OF THE PARCEL; THENCE NORTH 89 DEGREES 39 MIN UTES 30 SECONDS WEST 375.52 FEET TO THE SOUTHWEST CORNER OF THE PARCEL; THENCE NORTH 0 DEGREES 09 MINUTES EAST 290.00 FEET TO THE NORTHWEST CORNER OF THE PARC EL, THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST 375.52 FEET TO THE NORTH EAST CORNER OF THE PARCEL, THENCE SOUTH 0 DEGREES 09 MINUTES WEST 290.00 FEET, TO THE TRUE POINT OF BEGINNING. TOGETHER WITH RIGHTS OF WAY FOR INGRESS AND EGR ESS FROM SAID PREMISES AS SET OUT IN DOCUMENT RECORDED JANUARY 6, 1984, IN BOOK 184, PAGE 318, DOCUMENT NO. 93923, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. (SAID DOCUMENT DESCRIBES BLADES DRIVE). REFERENCE IS HEREBY MADE TO RECORD OF SURVEY RECORDED JULY 26, 1994, IN BOOK 794, AT PAGE 3805, DOCUMENT NO. 342566, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. PER NRS 111.312, THIS LEGAL DESCRIP TION WAS PREVIOUSLY RECORDED ON MAY 27, 1994, BOOK 594, PAGE 4824, AS DOCUMENT NO. 338433, RECORDED IN THE OFFICIAL RÉCORDS OF DOUGLAS COUNTY, STATE OF NEVADA . APN: 1219-09-001-015



Reference Number:

20180920014211

Account Number:

XXX-XXX-XXX0080-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on June 13, 2018 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 DENNIS L GUNDERSON, PATRICIA A GUNDERSON, (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:

167 JEANNIE LN, GARDNERVILLE, NV 89460 [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>TD GUNDY REVOCABLE 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 provisio	ns contained in this
Third Party Rider.	
In Land	Ce/13/15
DENNIS L. GUNDERSON, AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRUST	DATED JULY
8, 2002	\ \
Valricia & Bunders	11/12/12
rained acritical contractions	4/12/10
PATRICIA A. GUNDERSON AS CO-TRUSTEE OF THE TD GUNDY REVOCABLE TRU	JST DATED
JULY 8, 2002	\ \

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name. Cinthia Yaneth Rosas NMLSR ID: 1269653