DOUGLAS COUNTY, NV

. .

2018-923099

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KAREN ELLISON, RECORDER

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

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 20182050015610

Account #: XXX-XXX-XXX 0126-1998

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 20, 2018, together with all Riders to this document.
- (B) "Borrower" is <u>ERNEST W. MOODY</u>, <u>TRUSTEE OF THE ERNEST W. MOODY REVOCABLE TRUST DATED JANUARY 14, 2009</u>. 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 20, 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, SIX MILLION AND 00/100THS Dollars (U.S. \$ 6,000,000.00) 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 20, 2048.
- (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 |
| NEVADA SHORT FORM OPEN-ENI | SECURITY INSTRUMENT |

NV-107006-0118

HCWF#4812-7270-3489v5 (2/10/18)

(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 | Do | uglas | |
|------------------------------------|--|---------------|--------------------|-----------------------|
| [Type of Recording Jurisdiction] | | [Name of Reco | rding Jurisdiction | on] |
| | al de la constant de | | 1 | |
| SEE ATTACHED EXHIBIT | | | / / | |
| | | | 1 | |
| which currently has the address of | 1 | |) | 1 |
| 181 YELLOW JACKET ROAD | 74 | | | / |
| | [S | Street] | _/// | |
| GLENBROOK | _ | , Nevada | 89413 | ("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.

ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOODY REVOCABLE TRUST DATED JANUARY 14, 2009

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: MINOVITZ, BRANDON

NMLSR ID: 479758

| For An Individual Acting In His/Her Own Righ State of Nevada County of <u>C/gr/</u> | E |
|---|-----------------------------------|
| This instrument was acknowledged before r | ne on November 17, 2018 (date) by |
| ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOO | \ \ |
| (name(s) of person(s)). | (Signature of notarial officer) |
| DAVID KEYS Notary Public-State of Nevada APPT. NO. 08-8795-1 My Appt. Expires 12-11-2020 | (Title and rank (optional)) |

| For An Individual Trustee Borrower: | |
|---|--|
| State of Nevada County of <u>Clar K</u> | |
| This instrument was acknowledg | ed before me on // >7/20/ (date)by ST W. MOODY REVOCABLE TRUST DATED JANUARY 14, 2009 |
| ERNEST W. MOODT, TRUSTEE OF THE ERNE | ST W. MOODT REVOCABLE TROST DATED JANUARY 14, 2009 |
| (name(s) of person(s))as Trys feetc.) of Freest W. Mourly Rev. whom instrument was executed). | (type of authority, e.g., officer, trustee, trustee, trust of the design of party on behalf of |
| whom instrument was executed). | Tany ary 14, 2009 |
| | |
| | (Signature of notarial officer) |
| (Seal, if any) | |
| DAVID KEYS Notary Public-State of Nevada APPT. NO. 08-8795-1 | (Title and rank (optional)) |
| My Appt. Expires 12-11-2020 | |
| · · | |

EXHIBIT A

Reference: 20182050015610 Account: XXX-XXX0126-1998

Legal Description:

The following described property: PARCEL 1: BEGINNING AT THE 1/4 SECTION CORNER ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF BEGINNING, SOUTH 92.80 FEET; THENCE NORTH 68 DEGREES 30' WEST 300.85 FEET; THENCE NORTH 12 DEGREES 05'04" EAST 266.75; THENCE NORTH 47 DEGREES 19' EAST 135.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 42 DEGREES 41' WEST 399.58 FEET TO A POINT IN THE MEANDER LINE NORTH 58 DEGREES 49' EAST 137.77 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF LANDS DEEDED BY THE GLENBROOK COMPANY, A DELAWARE CORPORATION TO EDWARD S. CLARK AND ELIZABETH C. CLARK, HIS WIFE, BY DEED RECORDED OCTOBER 3, 1946 IN BOOK Y OF DEEDS AT PAGE 21, DOUGLAS COUNTY, NEVADA RECORDS: THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 42 DEGREES 41' EAST 372.96; THENCE SOUTH 60 DEGREES 48' WEST 3.65 FEET; THENCE SOUTH 47 DEGREES 19' WEST 131.45 FEET TO THE TRUE POINT OF BEGINNING. PARCEL 2: A RIGHT OF WAY OVER THAT CERTAIN ROAD AS NOW LOCATED OR AS IT MAY BE LOCATED HEREAFTER, EXTENDING FROM THE STATE HIGHWAY KNOW AS U.S. ROUTE 50 TO THE HEREIN ABOVE DESCRIBED PROPERTY. PARCEL 3: BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN 3.249 ACRE PARCEL DEEDED TO CLARK, THENCE FROM SAID POINT OF BEGINNING ALONG SAID MEANDER LINE SOUTH 58 DEGREES 49' WEST 137.77 FEET; THENCE LEAVING SAID LINE NORTH 42 DEGREES 41' WEST 64.33 FEET TO A POINT IN THE SHORE LINE OF LAKE TAHOE; THENCE ALONG SAID SHORE LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 72 DEGREES 32' EAST 56.32 FEET; THENCE NORTH 64 DEGREES 48" EAST 73.00 FEET; THENCE NORTH 31 DEGREES 20 EAST 15.00 FEET TO A POINT WHICH BEARS NORTH 42 DEGREES 41' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 41' EAST 50.00 FEET TO THE POINT OF BEGINNING EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BED OF LAKE TAHOE BELOW THE LINE OF NATURAL ORDINARY HIGH WATER AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS TO THE LAND WATERWARD OF THE LINE OF NATURAL ORDINARY HIGH WATER OR, IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED, EXCEPTING ANY PORTION LYING BELOW AN ELEVATION OF 6,223.00 FEET, LAKE TAHOE DATUM ESTABLISHED BY NRS 321.595. REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR W.C. HUTCHISON, ET AL, FILED ON DECEMBER 28, 1995, AS FILE NO. 377723. THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 7, 2005 IN BOOK 905, PAGE 2087, DOCUMENT NO. 654474, OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

Reference Number: 20182050015610

Account Number: XXX-XXX-XXX0126-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 20, 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 ERNEST W. MOODY, (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:

181 YELLOW JACKET ROAD, 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 <u>ERNEST W. MOODY 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 provisions contained in this Third Party Rider. ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOODY REVOCABLE TRUST DATED JANUARY 14, 2009 Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: MINOVITZ, BRANDON NMLSR ID: 479758

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX0126-1998

Reference #: 20182050015610

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

Jolinda Clark Vice President Loan Doc

NV_SSN_AFF_HE109101_HCWF#903v1 (2/10/18)

1/1 Documents Processed 11-16-2018 11:01:03

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