**DOUGLAS COUNTY, NV** 

Rec:\$35.00 \$35.00

Pgs=9

KAREN ELLISON, RECORDER

2018-924085

12/31/2018 09:39 AM

SERVICELINK TITLE ONLY

Assessor's Parcel Number: 1418-34-201-002

Return to: ServiceLink 24630672 1355 Cherrington Pkwy Moon Twp, PA 15108

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: 20183120005355

Account #: XXX-XXX-XXX 1882-1998

### 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>December 20, 2018</u>, together with all Riders to this document.
- (B) "Borrower" is RONALD D. ALLING AND FRANCES P. ALLING, TRUSTEES OF THE ALLING TRUST U/I/D SEPTEMBER 2, 1992. 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 December 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, SEVEN HUNDRED FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 750,000.00) 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 January 20, 2049.
- (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.

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 $\underline{\text{August } 14,2007}$ , and recorded on $\underline{\text{September } 7,2007}$ , as Instrument No. $\underline{0708893}$ in Book/Volume $\underline{0907}$ at Page $\underline{1382-1392}$ of the Official Records in the Office of the Recorder of $\underline{\text{Douglas}}$ 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]
[Tune of Recording surpasses]
SEE ATTACHED EXHIBIT
which currently has the address of 1232 US HIGHWAY 50
[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.
DODDOWED COMPLIANTS A DECISION OF THE STATE
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the

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. RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST U/I/D SEPTEMBER 2, 1992 - Borrower THE ALLING TRUST U/I/D SEPTEMBER 2, 1992 - Borrower

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

NMLSR ID: 408685

For An Individual Acting In His/Her Own Right: State of Nevada County of wastle Eccenber 20, 2018 (date) by This instrument was acknowledged before me on RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST U/I-D SEPTEMBER 2, 1992 FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST UTD SEPTEMBER 2, 1992 (name(s) of person(s)). **GAYLENE R. ZILIC** (Signature of notarial officer) **NOTARY PUBLIC** STATE OF NEVADA My Commission Expires: 02-13-2021 (Title and rank (optional)) Certificate No: 17-2200-5

# For An Individual Trustee Borrower: State of Nevada County of Masthe This instrument was acknowledged before me on 10-20-2018 (date) by RONALD D. ALLING, TRUSTEE OF THE ALLING TRUST U/I/D SEPTEMBER 2, 1992 FRANCES P. ALLING, TRUSTEE OF THE ALLING TRUST UVI D SEPTEMBER 2, 1992 (name(s) of person(s))as $\underline{\gamma}$ (type of authority, e.g., officer, trustee, Ronald etc.) of (name of party on behalf of whom instrument was executed). (Signature of Hotarial officer) **GAYLENE R. ZILIC NOTARY PUBLIC** STATE OF NEVADA My Commission Expires: 02-13-2021 Certificate No: 17-2200-5 Title and rank (optiona

#### **EXHIBIT A**

Reference: 20183120005355 Account: XXX-XXX1882-1998

#### **Legal Description:**

The following described property: All that real property situate in the County of Douglas, State of Nevada, described as follows: All that portion of Parcels A and B as said parcel are shown on that certain Parcel Map, recorded December 8, 1975, Document No. 86023, more particularly described as follows: Beginning at the Southeast corner of said Parcel A; thence 89 degrees 49' West 898.65 feet, more or less, to a point on the High Water line of Lake Tahoe; thence along the High Water line North 20 degrees 09' 22" West 106.65 feet; thence South 89 degrees 49' East 146.75 feet; thence North 07 degrees 46' 53" West 20.05 feet thence North 64 degrees 25' East 63.74 feet; thence South 63 degrees 28' 39" East 107.20 feet; thence South 89 degrees 49' East 35.00 feet to a point on the centerline of a 20 foot wide access and public utility easement; thence along the centerline of said 20 foot easement the following courses: South 58 degrees 19' East 40.00 feet; thence South 74 degrees 14' 40" East 74.97 feet; thence South 62 degrees 11' 00" West 87.39 feet; thence South 89 degrees 49' East 345.84 feet to a point on the Westerly line of U.S. Highway 50; thence along said Westerly line along a curve concave to the Southwest with a radius of 810.00 feet, a central angle of 8 degrees 48' 23" an arc length of 124.49 feet to the point of beginning. Containing 2.03 acres, more or less. Said land more fully set forth as Parcel B on that certain Record of Survey of William G. Kimmel, recorded on December 3, 1982, in Book 1082, Page 200 Document no. 73696, Official Records of Douglas County, Nevada.



**Reference Number:** 20183120005355

Account Number: XXX-XXX-XXX1882-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>December 20, 2018</u> 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 <u>RONALD D. ALLING, FRANCES P. ALLING</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank, N. A.</u> (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

#### 1232 US HIGHWAY 50, 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>THE ALLING</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.

ALLING, PRUSTEE OF THE ALLING TRUST U/I/D SEPTEMBER 2, 1992

TRUSTLE OF THE ALLING TRUST U/I/D SEPTEMBER 2, 1992

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: ERIC BICKENBACH NMLSR ID: 408685

## Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX1882-1998

Reference #: 20183120005355

# 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

Rodney Scott Hutchinson Vice President Loan Documentation Wells Fargo Bank, N.A.

Date: