DOUGLAS COUNTY, NV

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2019-940262 12/30/2019 08:40 AM

TITLE365 - OMAHA

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1220-09-416-020



268881

Requested by/Return to: Title365 (Omaha) 11010 Burdette Street PO Box 641010 Omaha, NE 68164 Karen Ann Walters

This instrument was prepared by: Wells Fargo Bank, N.A. Vicki L Lapaj DOCUMENT PREPARATION 9600 NE CASCADES PKWY SUITE 40 PORTLAND, OR 97220 6837 1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 97057053

Account #: XXX-XXX-XXX 1358-1998

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 17, 2019</u>, together with all Riders to this document.
- (B) "Borrower" is MICHAEL KEVIN WALTERS AND KAREN ANN WALTERS, TRUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2016. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is <u>Wells Fargo Bank, N.A.</u> Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is <u>101 North Phillips Avenue</u>, <u>Sioux Falls</u>, <u>SD 57104</u>. 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 17, 2019. 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 50,000.00) 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 17, 2050.
- (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		
	Third Party Rider		
	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]

The following described property in Douglas County, Nevada: LOT 19, IN BLOCK 3, ON THE FINAL MAP, 97-008-7, OF SILVERANCH PHASE 7, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 7,2002, IN BOOK 602, PAGE 2203, AS DOCUMENT NO. 544102. PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOCUMENT NO. 835551, BOOK 1213, PAGE 2565, ON DECEMBER 16, 2013. Tax Map Reference: 1220-09-416-020

which currently has 1049 RANCH DR	the address of				
	GARDNERVILLE	[Street] . Nevada	90460 0625	(6T) A . 1.1
· · · · · · · · · · · · · · · · · · ·	[City]		_, Nevaua	[Zip Code]	("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

KAREN ANN WALTERS AS TRUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2016

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: John Kevin Roney

NMLSR ID: 1670594

For An Individual Acting In State of Nevada County of Dougle		\wedge
This instrument was ack	nowledge before me on DON POLF 175 27	OT9 (date)
MICHAEL KEVIN WALTERS A	AS TRUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2010	<u>5</u>
KAREN ANN WALTERS AS TI	RUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2016	\ \
		1
		_
•		
		•
(name(s) of person(s)).		
	2 dyn Me	2m)
(Seal, if any)	(Signature of notarial officer)	
(41, 11)	(Title and rank (optional))	ible
JORDYN MAZZIE NOTARY PUBLIC STATE OF NEVADA		
My Comm. Expires: 05-17-2020 Certificate No: 16-2837-5		

For An Individual Trustee Borrower:
State of Nevada County of Douglas
This instrument was acknowledge before me on Decombos 1707 date) by
MICHAEL KEVIN WALTERS AS TRUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2016 KAREN ANN WALTERS AS TRUSTEE OF THE WALTERS FAMILY TRUST DATED JUNE 1, 2016
(name(s) of person(s)) as trustee, etc.) of the waltestam ilythast pated June, 1, 701 & (name of party on behalf of whom instrument was executed).
(Seal, if any)
JORDYN MAZZIE NOTARY PUBLIC STATE OF NEVADA No. Comm. Expires: 05-17-2020

Certificate No: 16-2837-5

Reference Number: 97057053

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on December 17, 2019 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 Michael Kevin Walters, Karen Ann Walters, (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:

1049 RANCH DR. GARDNERVILLE, NV 89460-9625 [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 WALTERS FAMILY TRUST (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 a	and provisions contained in this
Third Party Rider.	-
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MICHAEL KEVIN WALTERS AS TRUSTEE OF THE WALTERS FAMILY TRU	JST DATED JUNE 1, 2016
Lubullald, TTE	\ \
KAREN ANN WALTERS AS TRUSTEE OF THE WALTERS FAMILY TRUST D	DATED JUNE 1, 2016

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: John Kevin Roney NMLSR ID: 1670594

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX1358-1998

Reference #: 97057053

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

Jennifer Scherer Vice President of Loan Documentation