DOUGLAS COUNTY, NV

Rec:\$40.00

\$40.00

Pas=9

2020-945887

05/11/2020 01:19 PM

TITLE365 - OMAHA

KAREN ELLISON, RECORDER

Assessor's Parcel Number: <u>1419-22-710-013</u>



Requested by/Return to: Title365 (Omaha) 11010 Burdette Street PO Box 641010 Omaha, NE 68164 Frank Buehlmaier

This instrument was prepared by: Wells Fargo Bank, N.A. Corrina Gardner DOCUMENT PREPARATION . . 7711 PLANTATION RD ROANOKE, VA 24019 3224 1-866-537-8489

[Space Above This Line For Recording Data]

Mortgage Broker's Name NV License #

Reference number: 98376098

Account #: XXX-XXX-XXX 4313-1998

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 April 30, 2020, together with all Riders to this
- (B) "Borrower" is Frank P. Buehlmaier and Alma N. Buehlmaier, Trustees of The Buehlmaier Family Trust, dated May 19, 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, Sjoux 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 April 30, 2020. 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, TWO HUNDRED FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 250,000.00) 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 May 30, 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		
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 County/City</u>, 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 REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA: LOT 70, AS SHOWN ON THE FINAL SUBDIVISION MAP PLANNED UNIT DEVELOPMENT PD 05-012 FOR CANYON CREEK ESTATES, RECORDED ON MARCH 15, 2007, IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 0307 AT PAGE 4530 AS DOCUMENT NO. 697065, OFFICIAL RECORDS, AND THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED ON MARCH 27, 2007 IN BOOK 0307 AT PAGE 8650 AS DOCUMENT NO. 0697842 CHANGING THE NAME OF THE SUBDIVISION MAP TO CANYON CREEK ESTATES PHASE 2. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. BEING PREVIOUSLY CONVEYED BY BARGAIN AND SALE FROM WILLIAM A. MILLICHAP, TRUSTEE OF THE WILLIAM A. AND SHERRIE C. MILLICHAP FAMILY TRUST, DATED MARCH 18, 1998 TO FRANK P. BUEHLMAIER AND ALMA N. BUEHLMAIER, TRUSTEES OF THE BUEHLMAIER FAMILY TRUST, DATED MAY 19, 2005, DATED 03/20/2017, AND RECORDED ON 04/17/2017 AT DOCUMENT REFERENCE 2017-897320 IN DOUGLAS COUNTY, NEVADA. Tax Map Reference: 1419-22-710-013

which currently has the address of 2954 Jacks CT		
Genoa	[Street] , Nevada	89411 ("Property Address"):
[City]		[Zip Code]

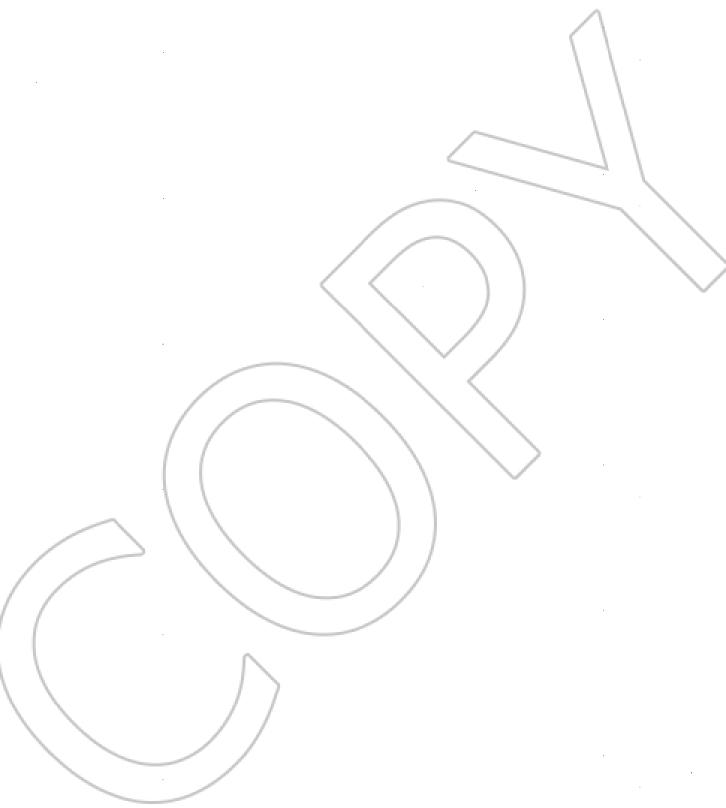
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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.

Frank P. Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005

- Borrower

Alma N, Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005

- Borrower

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

NMLSR ID: 1858929

0/2020 (date)
9, 2005
9, 2005
<u>Duna Pla coebe</u> ure of notarial officer)
a Peacocke, Notary Public nd rank (optional))

For An Individaul Trustee Borrower:
State of Nevada County of Douglas
This instrument was acknowledge before me on04/30/2020 (date) by
Frank P. Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005
Alma N, Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005
(name(s) of person(s)) as
whom instrument was executed). **Community Community Co
(Seal, if any)
DONNA PEACOCKE NOTARY PUBLIC STATE OF NEVADA No. 03-81956-3 My Appt. Exp. July 27, 2021

Reference Number: 98376098

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on April 30, 2020 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 Frank P. Buehlmaier, Alma N, Buehlmaier, (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:

2954 Jacks CT, Genoa, NV 89411 [Property Address]

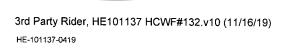
In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the <u>Buehlmaier Family 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

Frank P. Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005

Alma N. Buehlmaier Trustee of the Buehlmaier Family Trust dated May 19, 2005

Attach this Rider to the Security Instrument before Recording

Loan Originator's Name: WENDY SALCEDO

NMLSR ID: 1858929

Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX4313-1998

Reference #: 98376098

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.

rson making affirmation

Susan F Ogilvie
Vice President Loan Documentation