

19019158

NEVADA DEED OF TRUST

Total of Payments: \$ 21,170.03

This DEED OF TRUST, made this 11 day of MAY 19 98 between MICHAEL R. SHELLEY AND MARIE C. SHELLEY, HUSBAND AND WIFE AS JOINT TENANTS whose address is 11 MILL STREET PIOCHE NEVADA as TRUSTOR

COW COUNTY TITLE CO. UTAH a Nevada corporation whose address is 891 S BLUFF ST, ST GEORGE, UT 84770 as TRUSTEE; and Norwest Financial Nevada 2, Inc. a Nevada corporation whose address is 891 S BLUFF ST, ST GEORGE, UT 84770 as TRUSTEE; and Norwest as BENEFICIARY, WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of PIOCHE County of LINCOLN, State of Nevada, described as follows:

LOT 11 AND 12 IN BLOCK 39 OF THE TOWN OF PIOCHE, NEVADA, AS SHOWN ON SUPPLEMENT "A" TO THE OFFICIAL MAP OF SAID TOWN OF PIOCHE, RECORDED SEPTEMBER 10, 1936 IN BOOK A-1 OF PLATS, PAGE 61, LINCOLN COUNTY, NEVADA RECORDS.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 01-035-04

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a promissory note of even date herewith, in the sum stated above as "Total of Payments" and said promissory note is payable in the number of consecutive monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable, less any required refund of any unearned Loan Fee (Interest).

The following covenants, number 1, 3, 4 (maximum allowed by law), 5, 6, 7 (reasonable counsel fees), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon; and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency and for the sale of the property hereunder.

In witness whereof, trustor has executed the above and foregoing the day and year first above written.

Trustor: MICHAEL R. SHELLEY (Type Name) Trustor: MARIE C. SHELLEY (Type Name)

STATE OF NEVADA) COUNTY OF LINCOLN) ss

On MAY 11TH 1998 before me, the undersigned a Notary Public in and for said County and State, personally appeared MICHAEL AND MARIE SHELLEY known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me The Y. executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal. DEREK BALLARD NOTARY PUBLIC 891 SOUTH BLUFF STE 29 ST. GEORGE, UTAH 84770 COMM. EXP. 02-15-02 STATE OF UTAH

WHEN RECORDED MAIL TO: SPACE BELOW THIS LINE FOR RECORDER'S USE

NORWEST FINANCIAL 86 ST GEORGE COMMERCIAL CENTER 891 SOUTH BLUFF STREET, SUITE 29 ST. GEORGE, UTAH 84770

BOOK 134 PAGE 432

COPY

NO. 110992

FILED AND RECORDED AT REQUEST OF
COW COUNTY TITLE

MAY 21, 1998

AT 55 MINUTES PAST 2 O'CLOCK
PM IN BOOK 134 OF OFFICIAL

RECORDS PAGE 402 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER
COUNTY RECORDER

BY Belle Kricher DEPUTY

BOOK 134 PAGE 433

5/21/98