

19004631

NEVADA DEED OF TRUST

Total of Payments: \$ 46,944.00

This DEED OF TRUST made this 3RD day of MAY, 2002 between JEFFREY W CHILDERS AND LESLIE J. CHILDERS whose address is 100 S. MAIN COW COUNTY TITLE CO. (Number and Street) PIOCHE, NEVADAA (City) (State) as TRUSTOR,

Financial Nevada 2, Inc., a Nevada corporation whose address is 891 S. BLUFF ST., ST. GEORGE, UT 84770 a Nevada corporation, as TRUSTEE; and WELLS FARGO as BENEFCIARY, 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:

LOTS 27, 28, AND 29 IN BLOCK 29 IN THE TOWN OF PIOCHE, LINCOLN COUNTY, NEVADA AS SAID LOT AND BLOCK ARE PLATTED AND DESCRIBED ON THE OFFICIAL PLAT OF SAID TOWN OF PIOCHE, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA AND TO WHICH PLAT AND THE RECORDS THEREOF REFERENCE IS HEREBY MADE FOR FURTHER PARTICULAR DESCRIPTION.

ASSESSOR'S PARCEL NUMBER FOR 2001-2002: 01-111-20

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: Jeffrey W Childers (Type Name) JEFFREY W. CHILDERS

Trustor: Leslie J Childers (Type Name) LESLIE J. CHILDERS

STATE OF UTAH X NEVADA ) COUNTY OF WASHINGTON ) ss

On May 3, 2002

before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey W. Childers and Leslie J. Childers known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and seal BENJAMIN FREEMAN CRITCHFIELD NOTARY PUBLIC - STATE OF UTAH 891 SO. BLUFF STREET ST. GEORGE, UTAH 84770 COMM. EXP. 3-07-2005

Benjamin Critchfield Notary Public

SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

FILED FOR RECORDING AT THE REQUEST OF Cow County Title 118187 2002 MAY 22 PM 12 09 LINCOLN COUNTY RECORDED FEE 14.00 DEP LESLIE BOUCHER RB