

120688

After recording please return to: **DEED OF TRUST**
RNDC
Housing Administrator
1320 East Aultman
Ely, NV 89301

FILED FOR RECORDING
AT THE REQUEST OF

Rural Nevada
Development Corp
2003 JUN 7 PM 1 32

This DEED OF TRUST, made this 1st day of April, 2003, by and between SHARLA R. CHURCH an unmarried woman, hereinafter named TRUSTOR, and STEWART TITLE, hereinafter named TRUSTEE and the NEVADA HOUSING DIVISION hereinafter named BENEFICIARY.

PROPERTY RECORDED
16⁰⁰ DEP-TR
RECORDING BOUCHER

WITNESETH that TRUSTOR IRREVOCABLY grants, transfers, and assigns to TRUSTEE in trust with power of sale, that property located in the County of LINCOLN, Nevada, legally described as follows:

A portion of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 7, Township 4 South, Range 67 East, M.D.B. & M., describes as follows:

Lot 22 and 23 in Block B of the JAMES H. GOTTFREDSON ADDITION TO THE CITY OF CALIENTE, Lincoln County, Nevada as shown on the map thereof recorded August 9, 1963 as Document No. 40599, Lincoln County, Nevada records.

EXCEPTING THEREFROM all coal, oil gas and other minerals within or underlying said land reserved in Deed from Los Angeles and Salt Lake Railroad Company, recorded April 18, 1938 in Book E-1 of real Estates Deeds, page 338, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 03-132-17

And more commonly known as 864 LINCOLN STREET in LINCOLN County of NEVADA.

TOGETHER WITH all appurtenances in which TRUSTOR has any interest including water rights benefiting said real property, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY,

TO HAVE AND TO HOLD the same to TRUSTEE and its successors, on the trusts to be expressed, a security for the payment of the sum of Ten Thousand Five Hundred dollars (\$10,500.00), arising from that certain rehabilitation contract executed between the TRUSTOR and MARK'S WAY CONSTRUCTION, dated the 4th day of April, 2003.

This trust is intended to and does secure such additional amounts as may be hereafter loaned by the BENEFICIARY or its successors or assigns to TRUSTOR, and any present or future demands of any kind or nature that BENEFICIARY or its successor may have against TRUSTOR, whether created directly or acquired by assignment; whether absolute or contingent, due or not, or otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter.

It is expressly intended that repayment under this trust arises only upon the advent of the sale of the property and is thus conditioned upon the fact that the property does not continue to be the principal residence of the TRUSTOR; that by execution of this Deed of Trust all applicable rules and regulations governing the recapture of assistance to homebuyers, as more fully set forth in the "HOME Investment Partnerships Program, Final Rule, 24 Code of Federal Regulations (CFR) effective September 16, 1996, and as further modified or clarified, with all applicable subparts of said rules and regulation, are here made a part of this Trust; that the TRUSTOR's right, title, and interest are governed by all such applicable rules and regulations as pertaining to the use, sale, resale and rent of the property to the extent that the application of any such rules and regulations are not otherwise inconsistent with this Trust.

SHARLA R. CHURCH hereby covenants and agrees to pay all reconveyance fees charged by the TRUSTEE at the time of full payment of the indebtedness secured by this Trust.

BENEFICIARY may, without notice to or consent of TRUSTOR, extend the time payment of any indebtedness secured hereby to any successor in interest of TRUSTOR without discharging TRUSTOR from liability thereon.

IN THE EVENT OF DEFAULT under the terms of this Trust, any notice of default or any notice of sale hereunder shall be provided to the TRUSTOR and TRUSTEE, by first class mail, return receipt requested, at the following addresses:

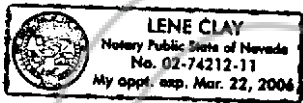
RURAL NEVADA DEVELOPMENT CORPORATION
1320 EAST AULTMAN
ELY, NV 89301
And
SHARLA R. CHURCH
P.O. Box 222
Caliente, NV 89008

Sharla R. Church
SHARLA R. CHURCH

04-01-03
DATE

STATE OF NEVADA
COUNTY OF Lincoln

On this 1st day of April, 2003 SHARLA R. CHURCH personally
appeared before me, a Notary Public, and executed this Deed of Trust.



Lene Clay
NOTARY PUBLIC