

122372

FILED FOR RECORDING  
AT THE REQUEST OF

Wells Fargo

2004 MAY 20 PM 3 17

LINCOLN COUNTY RECORDER  
FEE 15.00  
LESLIE BOUCHER  
DEP. 112

Prepared by:  
NowLine  
PO Box 5943  
Sioux Falls, SD 57117-5943

Return to:  
NowLine  
PO Box 5943  
Sioux Falls, SD 57117-5943

**OPEN-END NEVADA DEED OF TRUST**

APN \_\_\_\_\_  
Initial Loan Advance \$15,000.00

This DEED OF TRUST, made this 20 day of APRIL, 2004, between David Lucchesi and Sylvia Lucchesi, as TRUSTOR, whose address is 395 S 3rd Box 327, Panaca, NV 89042; \_\_\_\_\_ a Nevada corporation, as TRUSTEE; and NowLine, organized under the laws of South Dakota, whose address is 3201 N. 4th Ave., Sioux Falls, SD 57104, 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 Panaca, County of LINCOLN, State of Nevada, described as follows:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF NEVADA, COUNTY OF LINCLON AND IS DESCRIBED AS FOLLOWS:  
PARCEL 2, AS SHOWN ON PARCEL MAP FOR DENNIS R SONNENBERG, ET UX, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCLON COUNTY ON AUGUST 9, 2000 AS FILE NO 114960, IN BOOK B OF PLATS, PAGE 327, LOCATED IN A PORTION OF SW 1/4, SW 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 EAST, M.D.B. & M.

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 Credit Card Account Agreement (hereinafter referred to as "Account Agreement") of even date herewith, in the sum stated above as "Initial Loan Advance," as well as any and all future loan advances which may be made by Beneficiary to Trustor pursuant to the terms of the Account Agreement, and the balance of said Account Agreement is payable in 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. The maximum principal amount of the unpaid balance of said Account Agreement that is secured by this Open-End Deed of Trust is \$25,000.00.

This Open-End Deed of Trust is governed by Nevada Revised Statutes sections 106.300 through 106.400 inclusive.

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 sake of the property hereunder.

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

Trustor: [Signature]  
(Type Name) David Lucchesi

Trustor: [Signature]  
(Type Name) Sylvia Lucchesi

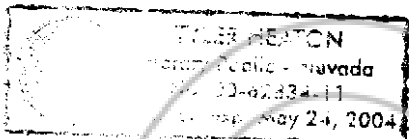
STATE OF NEVADA )

COUNTY OF Lincoln ) ss

On APRIL 20, 2004 before me, the undersigned a Notary Public in and for said County and State, personally appeared David Lucchesi and Sylvia Lucchesi, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me he, she or they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal)



[Signature]  
Notary Public

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

To Trustee: \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance To:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NowLine  
By \_\_\_\_\_  
(authorized signature)