

Official Record

Recording requested By  
FIRST AMERICAN TITLE

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$60.00

Page 1 of 22

RPTT:

Recorded By: LB

Book- 234 Page- 0657



Assessor's Parcel Number:  
004-041-04  
Return To:  
WELLS FARGO BANK, N.A.  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121-1663

Prepared By:  
SMS TEAM  
WELLS FARGO BANK N.A.  
IRVINE, CA 92614  
Recording Requested By:  
WELLS FARGO BANK, N.A.

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State of Nevada

DEED OF TRUST

FHA Case No.

332-4491839-703

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 15, 2007  
The Grantor is DALE SKYLER SMALLWOOD, AN UNMARRIED MAN

("Borrower"). The trustee is UNITED TITLE OF NEVADA

("Trustee"). The beneficiary is WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES  
whose address is P. O. BOX 5137  
DES MOINES, IA 50306-5137

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND NO/100

Dollars (U.S. \$\*\*\*137,887.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument  
0171668155

NMFL #0277 (NVFD) Rev 9/13/2005

FHA Nevada Deed of Trust - 4/96

VMP-4R(NV) (0507)

Page 1 of 8

Initials: *DS*

VMP Mortgage Solutions, Inc.

(800)521-7291



("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2037 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in LINCOLN County, Nevada:

APN: 004-041-04

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

MANUF NAME: NASHUA OF IDAHO  
MODEL NAME: HASHUA  
MODEL NBR: HASHUA  
SERIAL #1: NNID 36523A 5228  
SERIAL #2: NNID 36523B 5228  
MANUF STATE: NV  
MANUF YR: 1997  
DIMEN: 27 X 50

which has the address of 45 WEST 2ND NORTH STREET [Street]  
ALAMO [City], Nevada 89001 [Zip Code]

("Property Address");

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."

BORROWER COVENANTS that Borrower is lawfully seized 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve



permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will



cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:



- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

**(e) Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.



Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

**20. Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

**21. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$500.00

**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify]



0129744


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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

  
DALE SKYLER SMALLWOOD (Seal)  
-Borrower

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

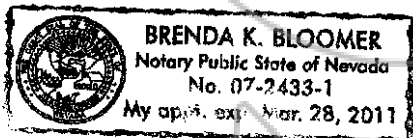
\_\_\_\_\_ (Seal)  
-Borrower

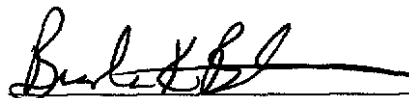
\_\_\_\_\_ (Seal)  
-Borrower

STATE OF NEVADA  
COUNTY OF LINCOLN *Clark*

This instrument was acknowledged before me on AUGUST 16, 2007  
DALE SKYLER SMALLWOOD, AN UNMARRIED MAN

by



  
\_\_\_\_\_

Mail Tax Statements To:





**Record and Return to:**

**WELLS FARGO BANK, N.A.  
FINAL DOCUMENTS X9999-01M  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121-1663**

**MANUFACTURED HOME RIDER  
TO THE SECURITY INSTRUMENT**

0171668155

This Rider is made this 15th day of AUGUST, 2007, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to \_\_\_\_\_  
WELLS FARGO BANK, N.A.

("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at: \_\_\_\_\_

45 WEST 2ND NORTH STREET, ALAMO, NV 89001

*(Property Address)*

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

**1. Meaning of Some Words.** As used in this Rider, the term "Note" means the Promissory Note that is dated with the same date as the Security Instrument. As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and the Construction Loan Agreement. As used in this Rider, the term "Lender" means \_\_\_\_\_  
WELLS FARGO BANK, N.A.

and any subsequent holder of the Note and the Security Instrument, the term "Borrower" means anyone signing the Note or the Security Instrument as a Borrower, and the term "Property" as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider, to the extent it constitutes real property or a fixture. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.

**2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT AND THE NOTE WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.



0171668155

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

<u>USED</u>	<u>1997</u>	<u>NASHUA OF IDAHO</u>	
New/Used	Year	Manufacturer's Name	
<u>HASHUA/HASHUA</u>		<u>50 X 27</u>	
Model Name / Model No.		Length x Width	
<u>NNID 36523A 5228</u>	<u>NNID 36523B 5228</u>		
Serial No. 1	Serial No. 2	Serial No. 3	Serial No. 4

4. **Affixation.** Borrower covenants and agrees:

- (a) to permanently affix the Manufactured Home to the Property
- (b) to comply with all state and local laws, and regulations regarding the affixation of the Manufactured Home to the Property;
- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.

5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.

7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.

8. **Additional Events of Default.** Borrower will be in default under the Note and the Security Instrument:

- (a) if any structure on the Property shall be removed, demolished, or substantially altered;
- (b) if Borrower fails to comply with any requirement of federal, state or local governmental authorities (the Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.

9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.



0171668155

**10. Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.

- (a) At Lender's option, to the extent permitted by law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
- (b) After Lender repossesses, Lender may sell Personal Property Collateral and apply the sale to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents
- (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

  
 DALE SKYLER SMALLWOOD -Borrower



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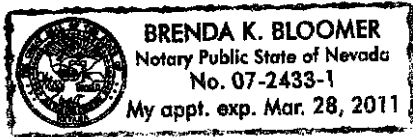
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STATE OF Nevada )  
 )SS.  
COUNTY OF Clark )

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that Dale S. Smallwood

Borrower(s), personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 16<sup>th</sup> day of August 2007.



Brenda K Bloomer  
Notary Public  
State of Nevada  
County of Clark  
My commission expires: Mar 28, 2011





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**Record and Return to:**

**WELLS FARGO BANK, N.A.  
FINAL DOCUMENTS X9999-01M  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121-1663**

**REAL PROPERTY AND MANUFACTURED HOME  
LIMITED POWER OF ATTORNEY**

0171668155

*(To execute or release title, mortgage or deed of trust, security filing, transfer of equity and insurance documents and proceeds.)*

The undersigned borrower(s) whether one or more each referred to below as "I" or "me" residing at  
45 WEST 2ND NORTH ST, ALAMO, NV 89001

Buyer/Owner of the following manufactured home:

<u>USED</u>	<u>1997</u>	<u>NASHUA OF IDAHO</u>	
New/Used	Year	Manufacturer's Name	
<u>HASHUA/HASHUA</u>		<u>50 X 27</u>	
Model Name /Model No.		Length/Width	
<u>NNID 36523A 5228</u>	<u>NNID 36523B 5228</u>		
Serial No. 1	Serial No. 2	Serial No. 3	Serial No. 4

permanently affixed to the real property located at  
45 WEST 2ND NORTH STREET, ALAMO, NV 89001

*(Property Address)*

and as more particularly described on Exhibit A attached hereto (the "Real Property"), does hereby irrevocably make, constitute, appoint and authorized with full powers of substitution  
WELLS FARGO BANK, N.A. ("Lender"),  
P. O. BOX 5137, DES MOINES, IA 50306-5137

its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to complete, execute and deliver, in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to implement the terms and provisions of the Security Instrument dated 15th day of AUGUST, 2007 executed by the undersigned in favor of Lender, (2) to complete, execute and deliver, in my name or in Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the manufactured home designated above, and to have Lender (or its designee) designated as lienholder on the certificate of title for the manufactured home, (3) to complete, execute and deliver in my name or Lender's name, any and all forms, certificates, assignments, designations, releases or other documentation as may be necessary or proper to have the manufactured home treated as real estate for any and all purposes under state law, including but not limited to the surrender of any certificate of title, any election to treat the manufactured home as real estate for tax purposes or to



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meet any other requirements in order for the loan/financing secured by the manufactured home and real estate described on Exhibit A to be eligible for sale on the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Association ("Freddie Mac") or any other secondary market purchaser, (4) to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the manufactured home, the indebtedness secured by the manufactured home or the Real Property, and (5) to complete, sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, mortgages, deeds of trust and other documents including releases of these items, which I may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the manufactured home, the Property and any other property sold with it. The undersigned borrowers acknowledge that at the time this Power of Attorney and my Security Instrument and any of the forms, certificates, assignments, designations, releases or other documentation are prepared the serial number for the manufactured housing unit may not be available. The manufactured housing unit may be a factory order in the process of being constructed. Immediately, upon receipt of the serial number, I understand and agree that the above items may be completed and corrected to properly disclose all the applicable home identifications, including the serial number. I understand that I will be provided with a copy of any corrected agreement.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy of facsimile of this instrument may act hereunder, and i for myself and for my heirs, executors, legal representatives and assigns, hereby agree to idemnify and hold harmless any such third party from and against any and all claims tht may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Power of Attorney in connection with a loan/financing to be given by Lender and to induce Lender to make the financing available. It is couple with an interest in the transaction and is irrevocable. This power of attorney shall not be affected by my (our) subsequent incapacity, disability, or incompetence. I do futher grant unto said Attorney-in-Fact full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 16 day of August

*DALE SKYLER SMALLWOOD*  
DALE SKYLER SMALLWOOD -Borrower

*Cary Yarbrough*  
Witness  
*Janet Williams*  
Witness



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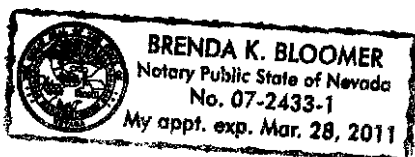
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STATE OF Nevada )  
 )SS.  
COUNTY OF Clark )

I, the undersigned Notary Public, in and for the aforesaid State and County, do hereby certify that Dale S. Smallwood

Borrower(s), personally appeared before me in said County and acknowledged the within instrument to be their act and deed. Given under my hand and seal this 16<sup>th</sup> day of August 2007.



Brenda K. Bloomer

Notary Public

State of Nevada

My commission expires: Mar 28, 2011



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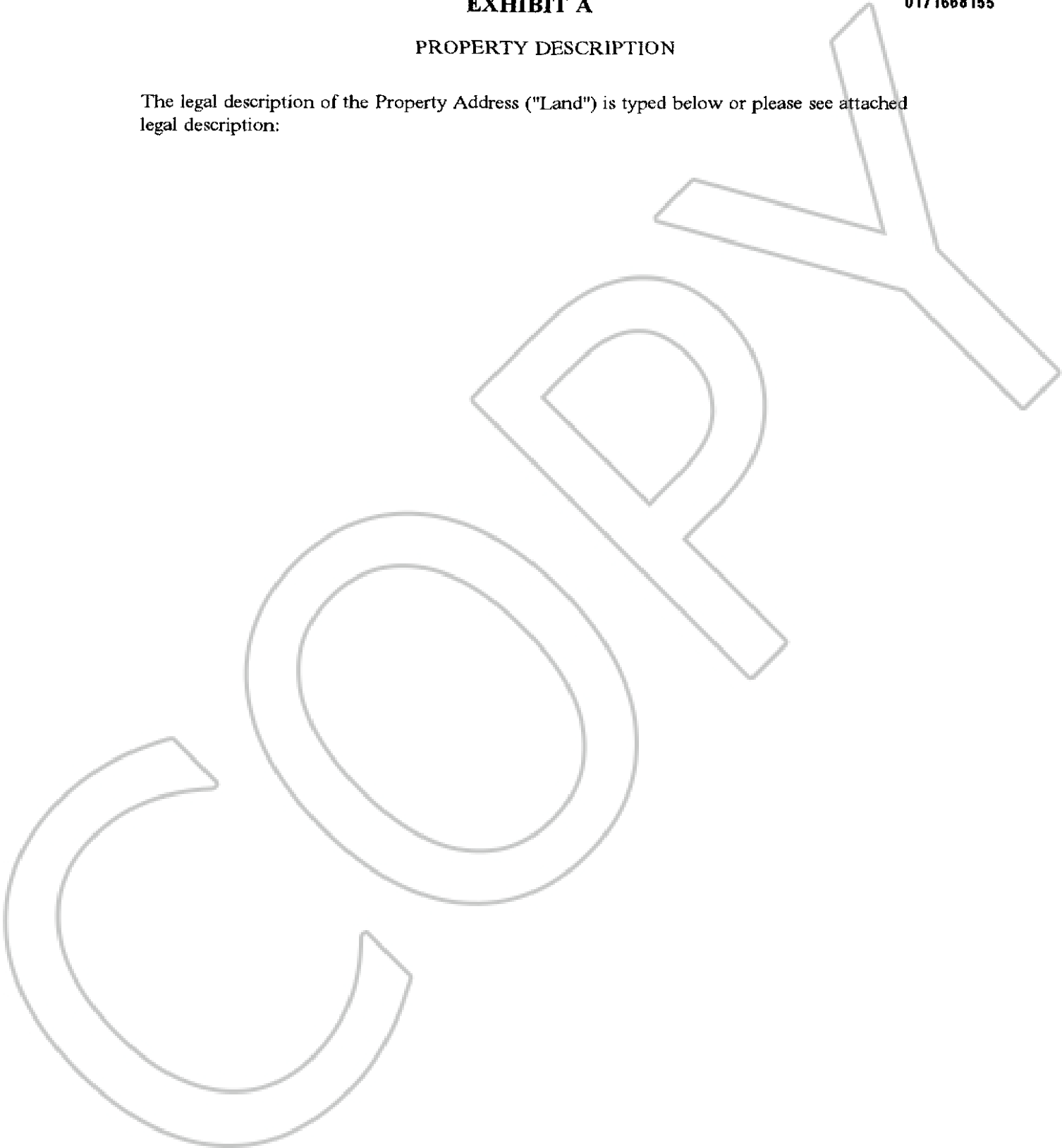
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**EXHIBIT A**

0171668155

**PROPERTY DESCRIPTION**

The legal description of the Property Address ("Land") is typed below or please see attached legal description:







**EXHIBIT "A"**

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada and is described as follows:

**PARCEL I:**

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 61 EAST, M.D.B. & M., THENCE RUNNING DUE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF SOUTHWEST QUARTER (SW1/4) A DISTANCE OF 910 FEET MORE OR LESS TO THE WEST LINE OF MAINE STREET AT THE NORTHEAST (NE) CORNER OF LOT 1, BLOCK 46, ALAMO TOWNSITE ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY; RUNNING THENCE NORTH 1°23' WEST ALONG THE WEST SIDE OF MAIN STREET AND THE PROJECTION THEREOF A DISTANCE OF 685 FEET, THENCE SOUTH 88°37' WEST A DISTANCE OF 200 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1°23' WEST A DISTANCE OF 218.78 FEET, THENCE DUE WEST A DISTANCE OF 100 FEET, THENCE SOUTH 1°23' EAST A DISTANCE OF 220.67 FEET, THENCE NORTH 88°27' EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.

**PARCEL II:**

TOGETHER WITH A NON-EXCLUSIVE EASEMENT 45 FEET WIDE FOR A ROADWAY AND UTILITIES, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID MAIN STREET AND THE PROJECTION THEREOF A DISTANCE OF 662.50 FEET BEARING NORTH 1°23' WEST FROM SAID NORTHEAST (NE) CORNER OF LOT 1, BLOCK 46; RUNNING THENCE SOUTH 88°37' WEST A DISTANCE OF 300 FEET TO THE POINT OF ENDING.

THE ABOVE METES AND BOUNDS LEGAL APPEARED PREVIOUSLY IN A DOCUMENT RECORDED JUNE 2, 2006 AS INSTRUMENT NO. 126608 IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA.



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**Record and Return to:**

**WELLS FARGO BANK, N.A.  
FINAL DOCUMENTS X9999-01M  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121-1663**

0171668155

**MANUFACTURED HOME  
AFFIDAVIT OF AFFIXATION**

BEFORE ME, the undersigned notary public, on this day personally appeared

DALE SKYLER SMALLWOOD

known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

<u>USED</u> New/Used	<u>1997</u> Year	<u>NASHUA OF IDAHO</u> Manufacturer's Name	
<u>HASHUA/HASHUA</u> Model Name / Model No.		<u>50 X 27</u> Length / Width	
<u>NNID 36523A 5228</u> Serial No. 1	<u>NNID 36523B 5228</u> Serial No. 2	<u></u> Serial No. 3	<u></u> Serial No. 4

2. The Home was built in compliance with the federal Manufactured Home construction and Safety Standards Act.

3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice.

4. The Home is or will be located at the following "Property Address":

45 WEST 2ND NORTH STREET, ALAMO, NV 89001

*(Property Address)*

5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:

See Attached Legal Description

6. The Homeowner is the owner of the Land or, if not the owner of the land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.



- If the Home is subject to a Certificate of Title, any security interest in favor of any creditor other than Lender noted on the Certificate of Title must be released.
- Any sales and/or use taxes and property taxes on the manufactured home must be paid before or at closing.
- The Manufactured Home Rider to Security Instrument, the Affidavit of Affixation and the Manufactured Home and Land Power of Attorney each must include a description of the manufactured home by year of manufacture, manufacturer, model, dimensions and serial number(s). You must bring to our attention any inconsistencies between the description of the manufactured home in these documents or, to the best of your knowledge, the HUD data plate.
- The Manufactured Home Rider to the Security Instrument must be recorded with the Security Instrument.
- The Power of Attorney also must be recorded.
- Paragraph 12 of the Affidavit of Affixation must be completed as follows:

12. A Homeowner shall initial only one of the following, as it applies to title to the Home:

- The Home is not covered by a Certificate of Title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this affidavit, or previously was recorded in the real property records of the jurisdiction where the home is to be located.

*The homeowner must initial this box if the Loan is to finance a first retail sale of a home in a state that does not title manufactured homes and the original MCO is available.*

- The Home is not covered by a Certificate of Title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.

*The homeowner must initial this box if the Loan is to finance a subsequent sale or refinancing of a home in a state that does not title manufactured homes and the original MCO is not available.*

- The manufacturer's certificate of origin and/or Certificate of Title to the Home \_\_\_\_\_ shall be eliminated as required by applicable law.

*The homeowner must initial this box if the Loan is to finance a first retail sale, subsequent sale or refinancing of a home in a title surrender ("Conversion") state. If title has not been eliminated or surrendered prior to closing, place an "X" in the check box preceding the words "shall be." If title has been eliminated or surrendered prior to closing, place an "X" in the check box preceding the words "has been eliminated."*

- The Home shall be covered by a Certificate of Title.

*The homeowner must initial this box if the Loan is to finance a first retail sale, subsequent sale or refinancing of a home in a state where title is not surrendered.*

- The Affidavit of Affixation must be completed and recorded. Where dictated by applicable law, any non-borrowing spouse must also sign the Affidavit of Affixation.
- Where dictated by applicable law, any non-borrowing spouse also must sign the Real Property and Manufactured Home Limited Power of Attorney.
- All documents required to convey and encumber the home as real property under applicable state law must be completed, executed and recorded or filed, as applicable.
- You are authorized to sign on our behalf any documents required to perfect our security interest.
- If a first retail sale, take appropriate steps to have the Home placed on real property tax rolls. If not a first retail sale, the Home must be listed on the real property tax rolls.

**REQUIRED DOCUMENTS AND SHIPPING INSTRUCTIONS**

In addition to the documents specified in the Closing Instructions, we require the following documents to be completed, executed (as applicable) and returned to our authorized representative within one business day of disbursement:

- The documents required to perfect Lender's security interest as specified in the Lien Perfection Checklist annexed hereto.
- Each document on the annexed Required Documents Schedule that is identified with a "yes" in the first column and the word "Lender" in the column, "Return Copy To."
  - All documents must be fully completed, fully executed and acknowledged, if the form includes a form of acknowledgment.
  - Each document required to be recorded or filed must bear appropriate proof of recording or filing.



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IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 16<sup>th</sup> day of August 2007.

*Dale Skyler Smallwood*  
DALE SKYLER SMALLWOOD -Borrower

*Cary Yarbrook*  
Witness

*Linda Williams*  
Witness

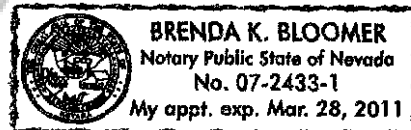
STATE OF Nevada )  
 ) ss.:  
COUNTY OF Clark )

On the 16<sup>th</sup> day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

Dale S. Smallwood  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

*Brenda K. Bloomer*  
Notary Signature

BRENDA K. BLOOMER  
Notary Printed Name



Notary Public; State of Nevada  
Qualified in the County of Clark  
My commission expires Mar 28, 2011



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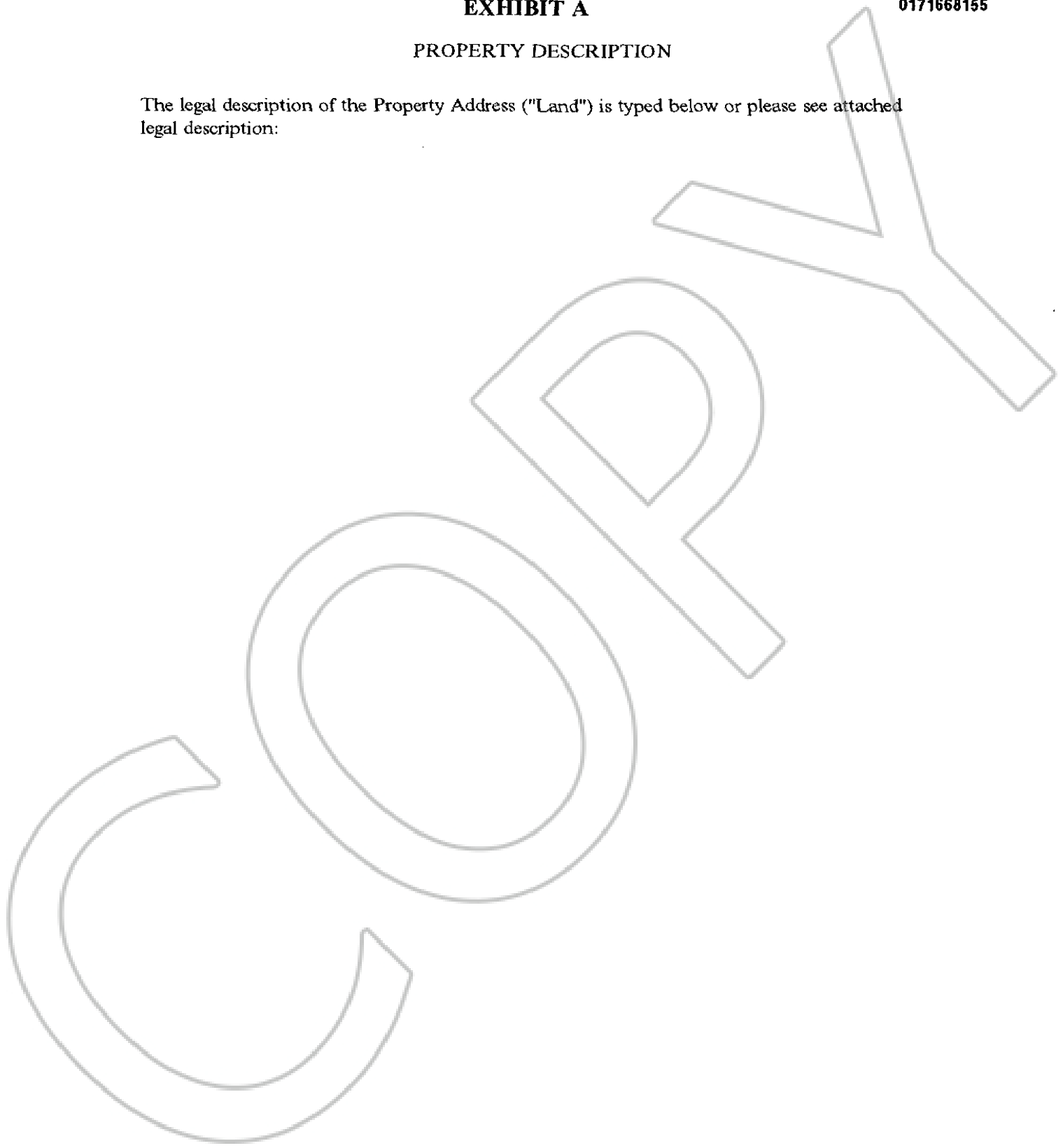
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