

NEVADA DEED OF TRUST

753021TD

Total of Payments: \$ 618,837.60

This DEED OF TRUST, made this 14TH day of SEPTEMBER, 2001, between RICHARD J FOSTER AND DOROTHY W FOSTER, HUSBAND AND WIFE AS JOINT TENANTS as TRUSTOR, whose address is 1405 NO. SANTA BARBARA CIRCLE MINDEN NEVADA;

WELLS FARGO FINANCIAL NV 2 INC. a Nevada corporation, as TRUSTEE; and Wells Fargo Financial Nevada 2, Inc., a Nevada corporation whose address is 3861 SOUTH CARSON STREET, CARSON CITY NV 89701, 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 MINDEN, County of DOUGLAS, State of Nevada, described as follows:

BEING A PORTION OF THE NORHTWEST 1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 20 EAST, DESCRIBED AS FOLLOWS: PARCEL A OF PARCEL MAP FOR HELEN GOODNIGHT FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 12, 1980, IN BOOK 1180, PAGE 551, AS DOCUMENT NO 50549

THIS DEED OF TRUST IS BEING RECORDED CONCURRENTLY WITH A DEED OF TRUST FOR THE SAME AMOUNT SECURED BY ANOTHER PARCEL OF LAND. THESE DEEDS OF TRUST TOGETHER REPRESENT SECURITY FOR ONE NOTE IN THE AMOUNT OF \$240,999.78.

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 obligation secured by this deed of trust has a demand (call option) feature.

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.

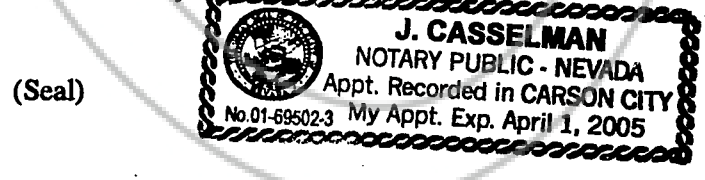
Trustor: Richard J Foster (Type Name) RICHARD J FOSTER

Trustor: Dorothy Weeks Foster (Type Name) DOROTHY W FOSTER

STATE OF NEVADA))
COUNTY OF DOUGLAS)

On SEPTEMBER 14 2001 before me, the undersigned a Notary Public in and for said County and State, personally appeared RICHARD J FOSTER AND DOROTHY W FOSTER 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.



J. Casseleman Notary Public

SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

WELLS FARGO FINANCIAL NEVADA, INC. #112 3861 South Carson Street Carson City, Nevada 89701

REQUESTED BY MARQUIS TITLE & ESCROW IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2001 SEP 28 PM 3:22

LINDA SLATER RECORDER

\$7.00 PAID R2 DEPUTY

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