

A.P.O. 1320-11-001-006
86298-99

NEVADA DEED OF TRUST

Total of Payments: \$26,544.00

Amt. Financed: \$16,256.29.00

This DEED OF TRUST, made this 27TH day of AUGUST, 2002, between ADAM SCOTT KINCAID, AN UNMARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY whose address is 2139 FREEMONT AVENUE MINDEN NEVADA; (Number and Street) (City) (State);

WELLS FARGO FINANCIAL NEVADA 2, INC. a Nevada corporation, as TRUSTEE; and Wells Fargo Financial Nevada 2, Inc., a Nevada corporation whose address is 323 EAST MOANA LANE, 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:

The description of the property is on a separate form attached to this Mortgage/Deed of Trust, which description is part of this Mortgage/Deed of Trust.

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: Adam Scott Kincaid
(Type Name) ADAM SCOTT KINCAID

Trustor: _____
(Type Name)

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On August 27, 2002 before me, the undersigned a Notary Public in and for said County and State, personally appeared ADAM SCOTT KINCAID 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)  STEPHANIE CHRISTINE TEETER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 02-76803-2 - Expires April 5, 2006

Stephanie Christine Teeter
Notary Public

SPACE BELOW THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
WELLS FARGO FINANCIAL NEVADA 2, INC
323 EAST MOANA LANE
RENO NV 89502

0551105

BK0802PG11181

Addendum for legal description of Mortgage/Deed of Trust dated August 27, 2002,
Adam Kincaid mortgagor.

Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land, located in the East ½ of the Northwest ¼ of Section 11, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at the Northwest corner of said Section 11, proceed South 89°59'11" East, 1,644.98 feet, to a point;
Thence South 0°01'10" East, 1,760.00 feet, to a point;
Thence South 89°59'11" East, 495.00 feet, to a point;
Thence South 0°01'10" East, 25.00 feet, to the Northeast corner and TRUE POINT OF BEGINNING of this parcel;
Thence continue South 0°01'10" East, 284.00 feet, to the Southeast corner of the parcel;
Thence North 89°59'11" West, 768.50 feet, to the Southwest corner of the parcel;
Thence North 0°07'27" West, 263.95 feet, to a point of tangent curvature;
Thence around a curve to the right, having a radius of 20.00 feet, a central angle of 90°08'16", and a length of 31.46 feet, to a point of tangency;
Thence South 89°59'11" East, 748.97 feet, to the TRUE POINT OF BEGINNING.

Reference is hereby made to that certain record of survey for David G. Pumphrey, Recorded November 7, 1980, in Book 1180, Page 342, File No. 50428, Official Records of Douglas County, Nevada.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain TRUSTEES' DEED, recorded in the office of the County Recorder of Douglas County, Nevada on April 10, 2001, in Book 0401, on Page 2065, as Document No. 0511996, of Official Records.

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 AUG 30 PM 12:16

LINDA SLATER
RECORDER

\$ 15⁰⁰ PAID *SL* DEPUTY

0551105

BK 0802 PG 11182