REQUESTED BY

## MARQUIS TITLE & ESCROW

IN OFFICIAL RECORDS OF BOUGLAS CO., NEVADA

2003 DEC -2 AM 11: 47

WERNER CHRISTEN RECORDER

16 PAID KJ DEPUTY

APN $(420-06-40)\sim 0.17$ This document prepared by:
This document prepared by:
WELLS FARGO FINANCIAL
NEVADA 2, INC
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CARSON CITY NV
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WELLS FARGO FINANCIAL
NEVADA 2, INC
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CARSON CITY NV
89701

445023 70

If this box is checked, your loan is a "home loan" as defined in Section 5 of Title 52 of N.R.S.

## **NEVADA DEED OF TRUST**

Amount financed: \$73,615.58 Total of Payments \$ 160,740.00

This DEED OF TRUST, made this 25TH day of NOVEMBER 2003

between DOUGLAS H. HAYS AND WENDY

A. HAYS, HUSBAND AND WIFE AS JOINT TENANTS as TRUSTOR,

whose address is 880 JACKS VALLEY RD CARSON CITY NV (Number and Street) (City) (State)

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 S. CARSON ST. 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 CARSON CITY, 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).

NV-0986-1003 (ROC)

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: WENDYA. HAYS

STATE OF NEVADA

COUNTY OF COSSA

On November 25, 2003 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Day H. Hars + West A. HArs

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)

Notary Public

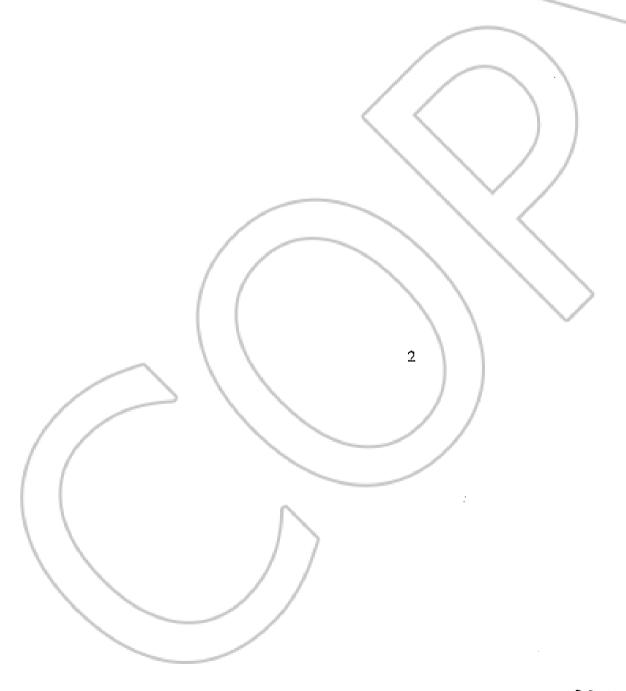


## The land referred to herein is situate in Carson City, State of Nevada, and is described as follows:

The West 1/2 of the Southeast 1/4 of the South 1/2 of Lot 1 of the Southwest 1/4 of Section 6, Township 14 North, Range 20 East, M.D.B. & M.

EXCEPTING THEREFROM that portion of said land which lies Southerly of the center line of Jacks Valley Road, as it presently exists.

Assessor's Parcel No. 1420-06-401-017



0598436 BK | 203PG00943