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Prepared by: JENNIFER ORTEGA, WELLS FARGO FINANCIAL  
When recorded mail to: WELLS FARGO FINANCIAL ARIZONA, INC.  
5838 W OLIVE AVE, STE 101 GLENDALE AZ 85302

**DEED OF TRUST AND ASSIGNMENT OF RENTS  
(WITH POWER OF SALE)**

This Deed of Trust, made this 26TH day of AUGUST 2005, between SHANE A. TURLEY AND ROXANNE E. TURLEY, HUSBAND AND\*\* herein called Trustor whose mailing address is 54083 W. BADGER ROAD MARICOPA AZ 85239 and Wells Fargo Financial ARIZONA, INC., a(n) AZ Corporation, herein called Trustee, whose mailing address is 5838 W OLIVE AVE, STE 101 GLENDALE AZ 85302, and Wells Fargo Financial ARIZONA, INC., herein called Beneficiary, whose mailing address is 5838 W OLIVE AVE, STE 101 GLENDALE AZ 85302

WITNESSETH: That Trustor conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the following described real property in PINAL County, Arizona:

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.  \*\*WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Together with all buildings, improvements, and fixtures thereon.

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named.

WITNESSETH: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property, together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income"); SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income, AND SUBJECT TO existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, right of way, and easements of record.

**FOR THE PURPOSE OF SECURING:**

(1) The performance of each agreement of Trustor hereunder and (2) the payment of the indebtedness evidenced by a promissory note of even date, said note is payable to the order of Beneficiary and evidences a loan in a principal amount of \$ 53,614.16 (Amount Financed) together with interest at the Agreed Rate of Interest Per Year set forth therein, made to Trustor by Beneficiary, and said note is payable in 360 monthly installments, and according to the terms thereof, payment may be made in advance in any amount at any time, and default in making any monthly payment shall, at the option of the holder of the note, and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund of finance charge.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law.
2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
3. To obtain the written consent of Beneficiary before selling, conveying or transferring the property or any part thereof and any such sale, conveyance or transfer without Beneficiary's prior written consent shall constitute a default under the terms hereof.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.
5. To pay before delinquent, all taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust, and to pay all costs, fees, and expenses of this Trust, including the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.
6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, and any payments so made, with interest at the agreed rate set forth in the note secured hereby, shall be added and become a part of the debt secured in this Deed of Trust.