

Order No. _____

Escrow No. 36410 M

When Recorded Mail To:

Bennett
Route 6 Box 87B
McAlester, OK. 74501

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 29th day of September, 1982

between

P-K CONSTRUCTION, INC., a Nevada corporation

, TRUSTOR,

whose address is P.O. Box 2435 Gardnerville, Nevada 89410
(Number and Street) (City) (State)

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation

TRUSTEE, and

JAMES L. BENNETT and KEITHA J. BENNETT, husband and wife

, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the _____

_____, County of Douglas, State of NEVADA described as follows, to wit:

Lot 105, as said lot is shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 1, 1965, in Book 1 of Maps, Filing No. 28309, and Amended Title Sheet on June 4, 1965, Filing No. 28377.

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or alienate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

Beneficiaries joins in the execution of this instrument for the purpose of acknowledging the agreement to subordinate.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$13,500.00***** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained on the reverse hereof; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
County of Douglas) ss.

On October 26, 1982
personally appeared before me, a Notary Public,

Peter M. Beekhof, Jr. who is the President
of the within named corporation and

who acknowledged that he executed the above
instrument.

C. Aceves Notary Public

Signature of Trustor

P-K CONSTRUCTION, INC.
By: Peter M. Beekhof, Jr.
Peter M. Beekhof, Jr. President

SIGNATURES OF BENEFICIARIES:

James L. Bennett
James L. Bennett
Keitha J. Bennett
Keitha J. Bennett

MANOUKIAN, SCARPELLO & ALLING, LTD.
ATTORNEYS AT LAW

CARSON CITY OFFICE
303 EAST PROCTOR STREET
CARSON CITY, NEVADA 89701
PHONE (702) 882-4577

LAKE TAHOE OFFICE
ROUND HILL PROFESSIONAL BLDG.
P.O. BOX 55
ZEPHYR COVE, NEVADA 89448
PHONE (702) 588-6676

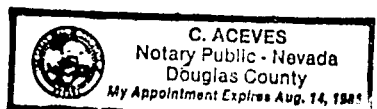


EXHIBIT "A"

So long as the trustor is not in default under the terms of this Deed of Trust and the Note secured hereby, beneficiary agrees upon written request by the trustor, to subordinate the lien hereof to any bonafide lending institution, so as to enable trustor to obtain reasonable financing for construction not to exceed \$50,000.00, at the lowest prevailing interest rate available at time of subordination on the within described property. It is further agreed that this Deed of Trust shall remain subordinate and junior to any renewal or extension of said construction financing.

oOo

COPY

STATE OF OKLAHOMA

County of Pittsburg } ss.

On 10-28-82 personally appeared before me,

DATE
a Notary Public (or judge or other officer, as the case may be),

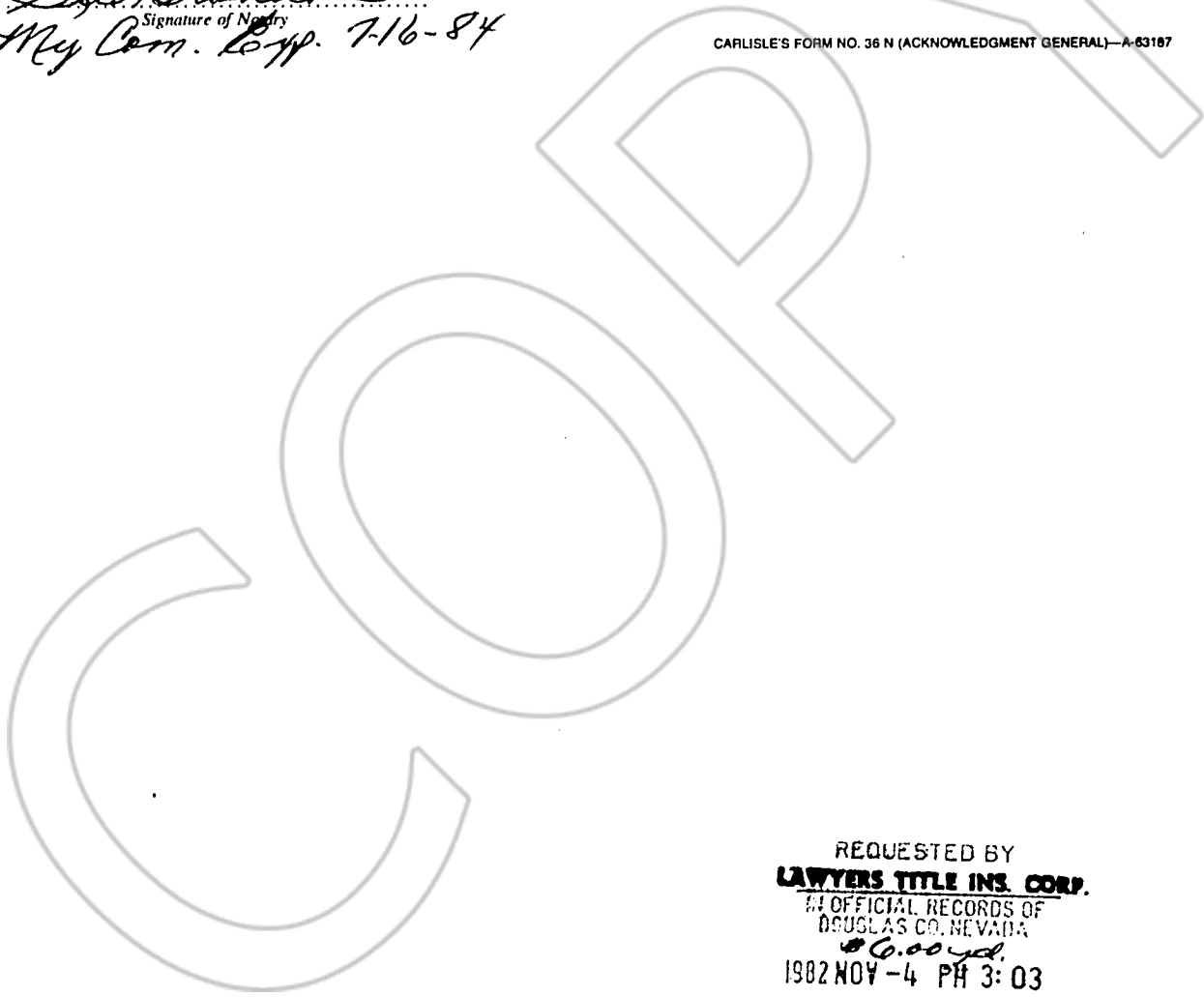
JAMES L. BENNETT and KEITHA J. BENNETT
who acknowledged that he executed the above instrument.

SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Pittsburg the day and year in this certificate first above written.

[Signature]
Signature of Notary
My Com. Exp. 7-16-84

CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187



REQUESTED BY
LAWYERS TITLE INS. CORP.

21 OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$6.00 yd.

1982 NOV -4 PM 3: 03

SUZANNE BEAUDREAU
RECORDER

Carol J. [Signature] 72880
Dep. LIBER 1182 PAGE 233

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By: Peter M. Beekhof, Jr.
Peter M. Beekhof, Jr., President

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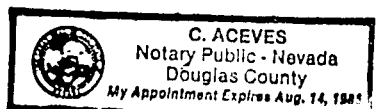


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DATE

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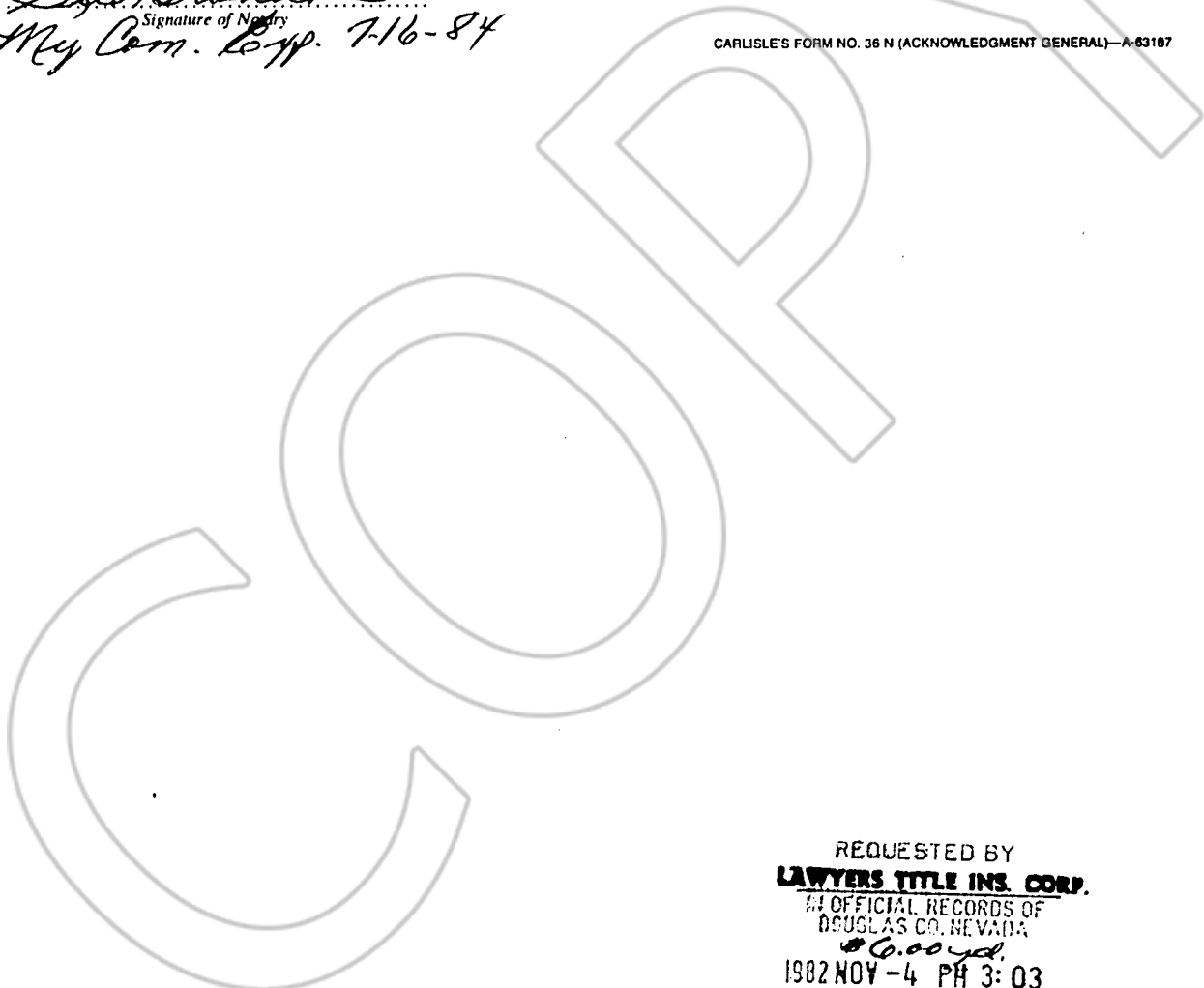
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of *Pittsburg* the day and year in this certificate first above written.

Geo. Brannon
Signature of Notary
My Com. Exp. 7-16-84

CARLISLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)—A-63187



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#1 OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$6.00 yd.
1982 NOV -4 PH 3: 03

SUZANNE BEAUDREAU
RECORDER

Carol J. Clark 72880
Dep. LIBER 1182 PAGE 233