

When recorded return to:

R.P.T.T. \$ 65.45

No. R-1551-KC & DO 9240

Mr. Fred Chrch
Benevest of Nevada Inc.,
P.O. Box 1989
Reno, Nevada 89505

TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made FEBRUARY 7, 1985

between

BENEFICIAL MANAGEMENT CORPORATION OF AMERICA, a Delaware corporation

a ~~PERSON OR PERSONS~~ as the duly appointed Trustee or substituted Trustee under the hereinafter mentioned Deed of Trust (herein called TRUSTEE), and

BENEVEST OF NEVADA INC.,

(herein called GRANTEE)

WITNESSETH:

WHEREAS, by Deed of Trust dated June 10, 1983 and recorded June 14, 1983 as Document No. 081548 in Book 683 at page 1136 of OFFICIAL RECORDS in the Office of the County Recorder of DOUGLAS County, Nevada,

LARRY J. MCFARLAND

did grant and convey the property herein described to BENEFICIAL MANAGEMENT CORPORATION OF AMERICA upon the Trusts therein expressed, to secure, among other obligations, payment of certain promissory note and interest, according to the terms thereof; other sums of money advanced, and interest thereon; and

WHEREAS, breach and default occurred under the terms of said Deed of Trust in the particulars set forth in the Notice of said Breach and Default, to which reference is hereinafter made; and

WHEREAS, on October 3, 1984 the Owner of said note executed and delivered to Trustee written Declaration of Default and Demand for Sale, and pursuant thereto a Notice of said Breach and Default and of Election to cause Trustee to sell said property to satisfy the obligation secured by said Deed of Trust was recorded October 4, 1984 as Document No. 108227 in Book 1084 at page 872 of OFFICIAL RECORDS in the Office of the County Recorder of said County; and

WHEREAS, in consequence of said Declaration of Default, Election, Demand for Sale and in compliance with the terms of said Deed of Trust, Trustee executed its Notice of Trustee's Sale stating that said Trustee, by virtue of the authority in it vested, would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property particularly therein and hereinafter described, said property being in the County of DOUGLAS, State of Nevada, and fixing the time and place of sale as FEBRUARY 7, 1985 at 10:00'clock A. M. at the front steps of the DOUGLAS COUNTY ADMINISTRATION BUILDING located at 121 8th Street Minden, Nevada 89423

and caused a copy of said Notice to be posted for twenty days successively in three public places in the City or Township of EASTFORK where said property is located, and in three public places in the City of MINDEN, where said property was to be sold; and said Trustee caused a copy of said Notice to be published once a week for three successive weeks before the date of sale in RECORD COURIER, a newspaper of general circulation printed and published in the County in which said real property is situated, the first date of such publication being January 17, 1985; and,

WHEREAS, copies of said recorded Notice of Default and said Notice of Sale were mailed to all those who were entitled thereto in accordance with Section 107.090 of the Nevada Revised Statutes; and

That portion of the Northwest one-quarter of Section 19, Township 13 North, Range 19 East, M.D.B. &M., County of Douglas, State of Nevada, that is described as follows:

Beginning at the Northerly terminus of that certain course having a bearing of North 37°39'49" East a length of 35.77 feet in the Easterly line of North Benjamin Drive 60 feet wide as shown on the Map of Kingsbury Village Unit No. 1, Amended plat as filed in the Office of the County Recorder of said County; true point of beginning being the most Southwesterly corner of that parcel of land deeded to EMPIRE ENTERPRISES INC., a Nevada Corporation, recorded November 2, 1964, in Book 27 of Official Records, at Page 504; thence from said point of beginning North 88°33'03" East 330.71 feet; thence North 40°00'00" West 291.37 feet to a point in a curve concave Southerly and having a radius of 150 feet; thence Westerly along said last mentioned curve through a central angle of 10°32'38" 27.60 feet to the beginning of a reverse curve concave to the Southeast and having a central angle of 88°17'15" and a radius of 25 feet, thence Westerly and Southwesterly along said last mentioned curve 38.52 feet to the Easterly line of said North Benjamin Drive thence tangent to said last mentioned curve South 10°10'19" West 26.40 feet to the beginning of a tangent curve concave Easterly having a central angle of 27°29'30" and a radius of 430 feet; thence Southerly along said last mentioned curve 206.32 feet to the True Point of beginning.

Said Parcel also known as Lot No. 1, Aspen Valley Subdivision, Unit No. 2

Assessment Parcel No. 11-202-14

EXCEPTING THEREFROM, however, all minerals and mineral ores of any kind, nature and description, on or beneath the surface of said lands, and of the right to prospect for, mine and remove said minerals and mineral ores which said minerals and mineral ores and said excluded rights are specifically reserved unto the CLOVER VALLEY LUMBER COMPANY, by Deed dated December 11, 1947, recorded in Book Y, Page 321, File No. 6199 Deed Records.

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 MAR 14 10:46

SUZANNE BEAUDREAU
RECORDER

\$ 7.00 PAID Bh DEPUTY

114696

BOOK **385** PAGE **1065**

LOAN
 Order No. 58374594
 Escrow No. DO- 9542-JT

When Recorded Mail To: **ITT CONSUMER FINANCIAL CORPORATION**
 79 So. Wells Avenue
 Reno, Nevada 89502

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made March 8, 1985 between

whose address is Darcy Conley and William Wolf, as tenants in common, TRUSTOR,
3339 Plymouth Dr. Carson City Nevada 89701
 (Number and Street) (City) (State)
 Charter Title TRUSTEE, and
ITT Consumer Financial Corporation, 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:

Lot 41 Block D as shown on the map of Silverado Heights Subdivision
 filed for record in the office of the County Recorder of Douglas County, Nevada, on
 September 18, 1978, as Document No. 25326, and certificate of Amendment of the final
 plat of said subdivision recorded August 23, 1979, in Book 879 of Official Records at
 Page 1725, Douglas County, Nevada as Document No. 35885, and certificate of Amendment
 of the final plat of said subdivision recorded October 12, 1979, in Book 1079 of Official
 Records at Page 1039, Douglas County, Nevada, as Document No. 37638.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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 \$ 4,550.11 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 herein; (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 of 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	Parshing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50762	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)
) ss.
 County of Washoe)

On March 8, 1985
 personally appeared before me, a Notary Public,
Darcy L. Conley

Signature of Trustor

Darcy L. Conley
 Darcy L. Conley
William Wolf
 William Wolf

who acknowledged that he executed the above instrument.

Thomas L. Osborn Notary Public
 THOMAS L. OSBORN
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 MY APPOINTMENT EXPIRES MAR. 23, 1988

114697

17911(9/71)

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