RENO, NV 89502

S61364JB

## **DEED OF TRUST**

LOAN #:

THIS DEED OF TRUST, made this 19TH day of SEPTEMBER, 1995 between MARK E ROMAGNOLO AND STACY L ROMAGNOLO, HUSBAND AND WIFE AS JOINT TENANTS

hereafter called "Trustor," whose address is

2111 SOUTH AVE

SO LAKE TAHOE, CA 96150

**BENEFICIAL MANAGEMENT CORPORATION OF AMERICA**, a Delaware corporation qualified to do business in Nevada, hereafter called "Trustee"; and BENEFICIAL MORTGAGE CO. OF NEVADA, a Delaware corporation qualified to do business in Nevada and conducting business in Nevada at

1055 SOUTH WELLS, #115, RENO, NV. 89502

hereafter called "Beneficiary,"

WITNESSETH that Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in **DOUGLAS**County, Nevada, hereafter referred to as the "Property" and described as:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 92A, AS SHOWN ON THE MAP OF RESUBDIVISION OF LOTS 91-A & B, 93 THROUGH 96 AND 221 THROUGH 232, GARDNERVILLE RANCHOS UNIT NO. 2, RECORDED JULY 10, 1967, IN BOOK 51, PAGE 222, DOCUMENT NO 37049 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

TOGETHER WITH the rents, issues and profits of the Property SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated by reference into this Deed of Trust to collect and apply such rents, issues and profits.

For the purpose of securing:

(A) Performance of each agreement and covenant of Trustor either incorporated by reference or contained in this Deed of Trust.

(B)	Payment	of the indebtedness evidenced by ACTUAL AMOUNT OF LOAN	a promissory Note or	Loan Agreement ("N	ote/Agreement"	) of even date herewi	th in the
	XXX	ACTUAL AMOUNT OF LOAN	of	\$107,100.00	executed by Tr	rustor in favor of Ben	eficiary.
		TOTAL OF PAYMENTS	_				•
(C)	Payment	of such further sums as the Trustor	while the record own	er of the Property, ma	y horrow from B	leneficiary when suc	h fiirther

C) Payment of such further sums as the Trustor, while the record owner of the Property, may borrow from Beneficiary, when such further sums are evidenced by another note providing for the same terms and conditions as are set forth in the original Note/Agreement and that other instrument is secured by this Deed of Trust.

If one of the Trustors dies while this loan is outstanding, Beneficiary, at its option, may declare the unpaid balance of the Actual Amount of Loan to be at once due and payable.

If Trustor voluntarily shall convey or sell all or part of the Property or shall be divested of title in any manner or way, any indebtedness secured by this Deed of Trust, irrespective of the maturity date expressed in any note, at the option of Beneficiary and without demand but upon notice, shall become due and payable immediately. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Beneficiary and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Beneficiary including, if required, an increase in the rate of interest payable under the Note/Agreement.

Beneficiary adopts the covenants in said Section 107.030, Nevada Revised Statutes, and makes them part of this Deed of Trust by this reference, as follows: Numbers 1, 2 (maximum insurable value), 3, 4 (10%), 5, 6, 7, 8 and 9.

All the provisions of this Deed of Trust shall bind the heirs, executors, successors and assigns of all the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. IN WITNESS WHEREOF, Trustor has executed these presents the day and year first above written.

MARK E ROMAGNOLO
STACY L. ROMAGNOLO
STACY L. ROMAGNOLO

STATE OF NEVADA SS: COUNTY OF DOUGLAS On this 19th day of September, 1995 before me, a Notary Public in and for said County, personally appeared MARK E. RAMOGNOLO AND STACY L. ROMAGNOLO known to me to be the person S whose names are subscribed to the foregoing instrument and acknowledge that they executed the same. Witness my hand and official seal FOR RECORDERS'S USE Document No. BLIC in and for said County and State Filed at request of M. in Book My commission expires 5/20/98 at page

JUDY BROWN

Notary Public - State of Nevada

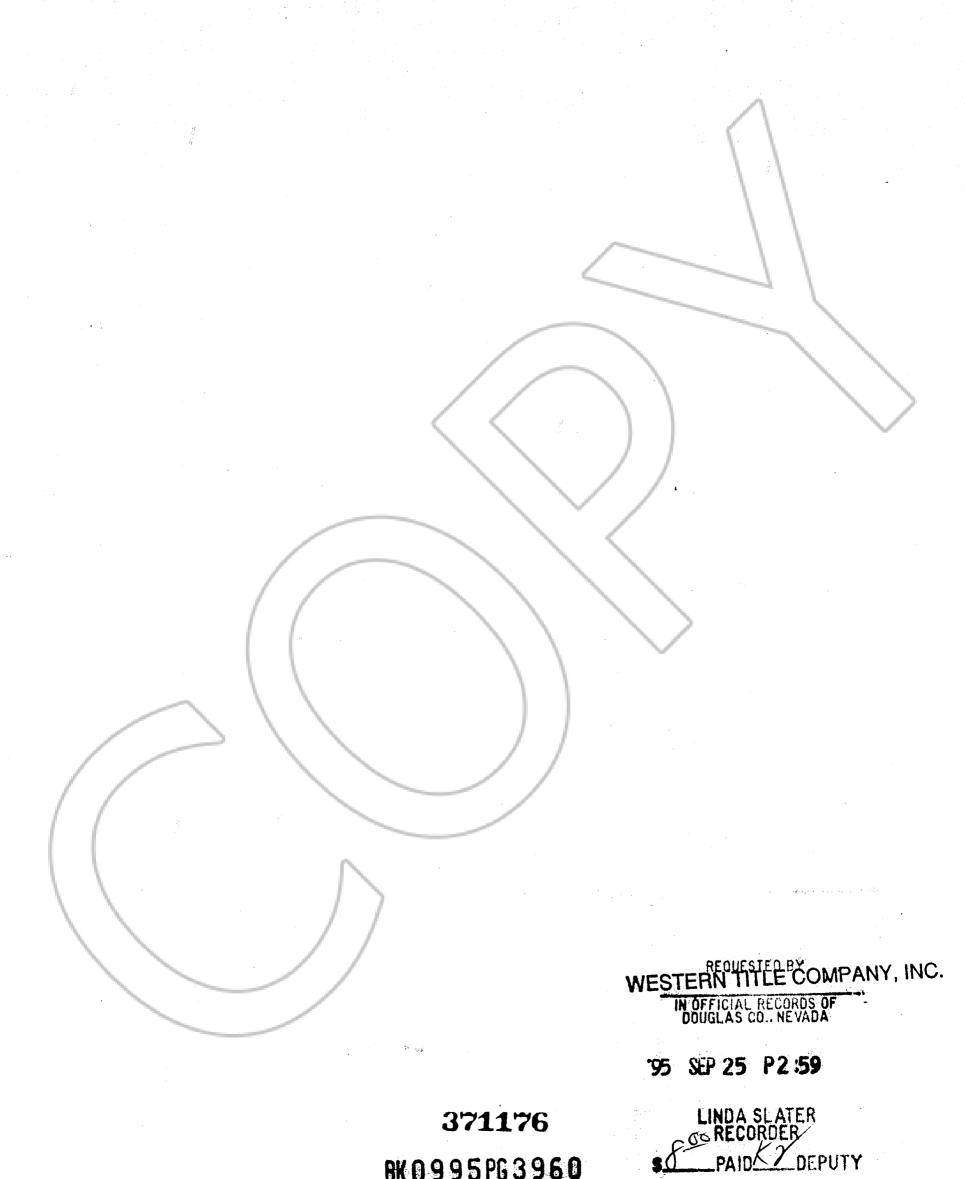
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES MAY 20, 1998

records of

County Recorder

County, Nevada.

Deputy



BK 0 9 9 5 PG 3 9 6 0