

95071989

LOAN #:

DEED OF TRUST

THIS DEED OF TRUST, made this **24TH** day of **JANUARY, 1996** between **MARK E ROGERS, AN UNMARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY**

hereafter called "Trustor," whose address is
**3520 TOPAZ PARK ROAD
GARDNERVILLE, NV 89444**

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

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 a promissory Note or Loan Agreement ("Note/Agreement") of even date herewith in the **ACTUAL AMOUNT OF LOAN** of **\$161,000.00** executed by Trustor in favor of Beneficiary.
- TOTAL OF PAYMENTS**
- (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.

INITIAL
MR

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 Rogers

MARK E ROGERS

STATE OF NEVADA)
COUNTY OF *Douglas*) ss:
On this *24th* day of *January, 1996*
a Notary Public in and for said County, personally appeared

before me,
Mark E. Rogers

known to me to be the person whose name *is* subscribed to the foregoing instrument and acknowledge that executed the same.

Witness my hand and official seal
L. Hendrick

NOTARY PUBLIC in and for said County and State

My commission expires *4-29-97*

FOR RECORDERS'S USE
Document No. _____
Filed at request of _____
on _____ at _____
o'clock _____ M. in Book _____ of
_____ at page _____
records of _____ County, Nevada.
Fee: _____
By _____ Deputy
County Recorder

L. HENDRICK
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES APR. 29, 1997

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BK0196PG496J

Exhibit "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas,, described as follows:

Parcel 3, as set forth on that certain Moore/Hurder Parcel Map No. 2, being a portion of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B.&M., douglas County, Nevada, on December 5, 1979, Book 1279, page 193, as Document No. 39321, and amended by Certificate recorded January 2, 1980, in Book 180, page 073, Document No. 40268 and further amended by Certificate recorded October 21, 1981 in Book 1081, page 648, Document No. 61137.

Assessors Parcel No. 39-200-02

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 JAN 29 P3:56

LINDA SLATER
RECORDER
PAID DEPUTY

379991