

AFTER RECORDING MAIL TO:  
BENEFICIAL MORTGAGE  
1055 S. WELLS #105  
RENO, NEVADA 89502  
ESCROW F73727SC

LOAN #:

### DEED OF TRUST

THIS DEED OF TRUST, made this 13TH day of JANUARY, 1997 between  
DOUGLAS R LOBERG, AN UNMARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY

hereafter called "Trustor," whose address is  
950 STARLIGHT COURT  
GARDNERVILLE, NV 89410

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

WINNESSETH that Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that  
hereafter called "Beneficiary,"  
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 427, AS SHOWN ON THE MAP OF RESUBDIVISION OF LOTS 91-A & B, 92-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:

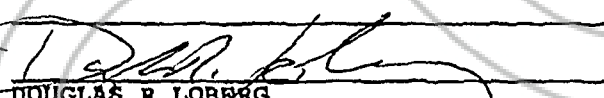
- (A) Performance of each agreement and covenant of Trustor either incorporated by reference or contained in this Deed of Trust.
- (B) Payment of the indebtedness evidenced by a promissory Note or Loan Agreement ("Note/Agreement") of even date herewith in the amount of \$97,500.00 executed by Trustor in favor of Beneficiary.
  - ACTUAL AMOUNT OF LOAN
  - 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.

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.

  
DOUGLAS R LOBERG

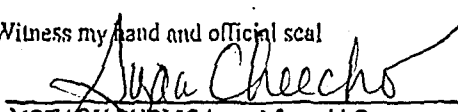
STATE OF NEVADA )  
COUNTY OF Douglas ) ss:  
On this 13th day of JANUARY 1997 )  
a Notary Public in and for said County, personally appeared  
DOUGLAS R. LOBERG

known to me to be the person whose name  
executed the same.

before me,

 SUZANNE CHEECHOV  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
MY APPOINTMENT EXPIRES JUNE 25, 1999

Witness my hand and official seal

  
NOTARY PUBLIC in and for said County and State

My commission expires JUNE 25, 1999

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

404848

COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'97 JAN 17 P12:12

**404848**

**BK 0197 PG 2339**

LINDA SLATER  
RECORDER  
\$ 8.00 PAID K2 DEPUTY