

DEED OF TRUST

THIS DEED OF TRUST, made this 17TH day of APRIL, 1997 between WILLIAM LOYD GOOKIN AND JANET GOOKIN, HUSBAND AND WIFE AS JOINT TENANTS

hereafter called "Trustor," whose address is

642 MUSTANG LANE 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

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:

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 \$146,000.00 executed by Trustor in favor of Beneficiary.
(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.

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.

Signature of William Loyd Gookin
WILLIAM LOYD GOOKIN

Signature of Janet Gookin
JANET GOOKIN

STATE OF NEVADA)
COUNTY OF Douglas) ss:

On this 17th day of April before me, a Notary Public in and for said County, personally appeared William Loyd Gookin and Janet Gookin known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledge that they executed the same.

Witness my hand and official seal
NOTARY PUBLIC in and for said County and State
My commission expires 11-1-98

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

VICKY D. MORRISON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES NOV. 1, 1998
NV1513DE 505

EXHIBIT "A"

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

Being a portion of the Southeast quarter of the Southeast quarter of Section 24, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

Commencing at the centerline intersection of Palomino Lane and Mustang Lane, as shown on the map of Rulienstroth Ranchos, filed in the office of the County Recorder of Douglas County, Nevada; thence West along the centerline of Palomino 330.81 feet; thence South along the Easterly line of Lots 32 and 33 as shown on said map and the extension thereof a distance of 1160.40 feet to the True Point of Beginning for the herein described parcel; thence from the True Point of Beginning North $56^{\circ} 18'$ East a distance of 329.46 feet to a point in the Southwesterly line of a roadway; thence along the Southwesterly line of said roadway along a curve to the left having a radius of 300.00 feet through a central angle of $20^{\circ} 48'$ for an arc length of 108.91 feet; thence leaving the Southwesterly line of said roadway South $35^{\circ} 30'$ West a distance of 241.34 feet; thence North $66^{\circ} 23' 52''$ West a distance of 228.43 feet to the True Point of Beginning.

Said land also known as Lot 7, Unofficial Thompson Acres Subdivision.

Assessor's Parcel No. 29-101-07.

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 APR 22 P3:06

0411067

LINDA SLATER
RECORDER

\$ 1.00 PAID ks DEPUTY

BK0497PG3327