

DEED OF TRUST

THIS DEED OF TRUST, made this 14TH day of MAY, 1997 between KRIS T KENNY AND LINDA I KENNY, HUSBAND AND WIFE AS JOINT TENANTS Kenney Kenney



hereafter called "Trustor," whose address is 6297 WHITNEY WAY 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

WITNESSETH that Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, hereafter called "Beneficiary," property in DOUGLAS County, Nevada, hereafter referred to as the "Property" and described as:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS,, DESCRIBED AS FOLLOWS: LOT 15, BLOCK O, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 10, 1967, AS DOCUMENT NO. 35914.

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 [XX] ACTUAL AMOUNT OF LOAN of \$76,000.00 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.

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.

Signature of Kris T. Kenney with circular stamp containing initials 'KT' and 'LK'.

Signature of Linda I. Kenney with circular stamp containing initials 'LK' and 'IK'.

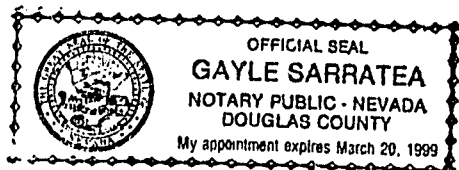
STATE OF NEVADA)) ss: COUNTY OF DOUGLAS)

On this 16th day of MAY, 1997 before me, GAYLE SARRATEA a Notary Public in and for said County, personally appeared KRIS T. KENNEY AND LINDA I. KENNEY

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

Witness my hand and official seal Gayle Sarratea NOTARY PUBLIC in and for said County and State My commission expires 3-20-99

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



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When recorded return to:

Beneficial Mortgage Company of Nevada
1055 South Wells, #115
Reno, Nevada 89502

COPY

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 MAY 19 P3:39

LINDA SLATER
RECORDER

\$ 8⁰⁰ PAID *Ch* DEPUTY

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