

DEED OF TRUST

THIS DEED OF TRUST, made this 9TH day of JUNE, 1997 between JOAN RITA KELLEY, AN UNMARRIED WOMAN, /AS HER/SOLE/AND/ SEPARATE/PROPERTY

[Handwritten signature]

hereafter called "Trustor," whose address is 3790 WALKER VIEW ROAD WELLINGTON, 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:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS,, DESCRIBED AS FOLLOWS: LOT 12, IN BLOCK E. AS SHOWN ON THE MAP ENTITLED TOPAZ RANCH ESTATES, UNIT NO. 4, FILED FOR RECORD NOVEMBER 16, 1970, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 50212.

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 \$46,000.00 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.

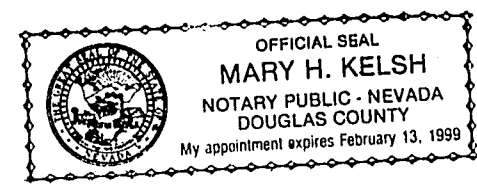
If Trustor voluntarily shall convey or sell all or part of the Property or shall be divested of title in any manner or way, any indebtedness secured by this Deed of Trust, irrespective of the maturity date expressed in any note, at the option of Beneficiary and without demand but upon notice, shall become 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.

[Handwritten signature of Joan Rita Kelley]



STATE OF NEVADA)
COUNTY OF Douglas) ss:
On this 9th day of June)
a Notary Public in and for said County, personally appeared

before me, Joan Rita Kelley

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that

[Handwritten signature of Mary H. Kelsh]
Witness my hand and official seal
NOTARY PUBLIC in and for said County and State
My commission expires 2-13-99

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

COPY

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$ 8.00 PAID KA DEPUTY