

97032368

When recorded mail to:
BENEFICIAL MORTGAGE COMPANY OF NEVADA
1055 SOUTH WELLS, #115
RENO, NV. 89502

Title Order No.: 97032368
Escrow No.: 97032368
LOAN #:

Deed of Trust

THIS DEED OF TRUST, made this **9TH** day of **JANUARY, 1998** between
WILLIAM T DALEY AND DIANA L DALEY, HUSBAND AND WIFE AS JOINT TENANTS

hereafter called "Trustor,"

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.
AP #: **21-170-28**

TOGETHER WITH 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.

For the Purpose of Securing:

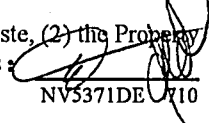
- (A) Performance of each agreement of Trustor contained in this Deed of Trust.
- (B) Payment of the indebtedness which is secured by a Credit Line Account ("Account") and evidenced by a Credit Line Account Agreement ("Agreement") of even date herewith, executed by Trustor in favor of Beneficiary or to order, whereby the Beneficiary is obligated to make loans and advances up to a maximum Credit Line of **\$44,000.00.**

If Trustor voluntarily shall convey or sell 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 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, 3, 4 (at the Daily Periodic Rate in effect on the Account), 5, 6, 7, 8 and 9.

Trustor shall keep the structures located on the Property securing this Account insured against damage caused by fire and other physical hazards, name Beneficiary a loss payee and deliver to Beneficiary a loss payable endorsement. If insurance covering the Property is cancelled or expires while the Account is outstanding and Trustor does not reinstate the coverage, Beneficiary may obtain, at Beneficiary's option, hazard insurance coverage protecting Beneficiary's interest in the Property.

Trustor authorizes Beneficiary, at Beneficiary's option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the Account or, if known to be less, the replacement value of the Property, in the event that Trustor fails to maintain the required hazard insurance or fails to provide adequate proof of its existence. Trustor authorizes Beneficiary to charge Trustor for the costs of this insurance and add the insurance charges to the principal balance of the Account which accrues interest at the Daily Periodic Rate in effect on the Account. The addition of the insurance charges to the Principal balance on the Account is treated just like a cash advance and will result in the recalculation of the Scheduled Monthly Payment on the Account. The cost of Creditor Placed Hazard Insurance might be higher than the cost of standard insurance protecting the Property. The Creditor Placed Hazard Insurance will not insure the contents of the Property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and Trustor agrees that Beneficiary has no obligation to obtain the lowest cost coverage. Beneficiary or an affiliated company might receive some benefit (i.e. commission, service fee, expense reimbursement, etc.) from the placement of this insurance and Trustor will be charged for the full cost of the premium without reduction for any such benefit. If at any time after Beneficiary has obtained this insurance, Trustor provides adequate proof that Trustor has subsequently purchased the required coverage, Beneficiary will cancel the coverage Beneficiary obtained and credit any unearned premiums to Trustor's Account.

Trustor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste, (2) the Property

Initials: 
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complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste, (3) asbestos has not been used as a building material on any building erected on the Property in the past, (4) the Property is not presently used for asbestos storage and (5) the Trustor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Trustor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property. Trustor warrants that neither the Property nor the Account proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

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.

William T Daley
WILLIAM T DALEY

Diana L Daley
DIANA L DALEY

STATE OF NEVADA

COUNTY OF DOUGLAS

On this 9th day of JANUARY, 1998 before me, SUE LIETZOW
a Notary Public in and for said County, personally appeared
WILLIAM T. DALEY AND DIANA L. DALEY

known to me to be the person (s) whose name (s) ARE subscribed to the foregoing instrument and acknowledged that THEY executed the same.

FOR RECORDER'S USE

Document No. _____
Filed at request of _____
on _____ at _____
_____ o'clock _____ M. in Book _____ of _____
_____ at page _____
records of _____ County, Nevada.
Fee: _____

County Recorder
By: _____
Deputy

Witness my hand and official seal
Sue Lietzow
NOTARY PUBLIC in and for said County and State
My Commission expires 7-21, 2001.



EXHIBIT "A"

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

BEGINNING at the one-quarter corner common to Sections 33 and
34, Township 14 North, Range 20 East, M.D.B.&M.; thence North
89°55'20" East 1,676.70 feet; thence North 0°02'47" East 188.50
feet to the True Point of Beginning; thence North 0°02'47" East
158.50 feet; thence North 89°55'20" East 305 feet; thence South
0°02'47" West 158.50 feet; thence South 89°55'20" West 305 feet
to the True Point of Beginning and being a portion of the West
1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 34,
Township 14 North, Range 20 East, M.D.B.&M.

Assessors Parcel No. 21-170-28.

COPY

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

'98 JAN 14 P3:35

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LINDA SLATER
RECORDER
\$ 9.00 PAID *AL* DEPUTY