

WHEN RECORDED MAIL TO

Name WESTERN TITLE COMPANY
Street Address 1626 HIGHWAY 395
MINDEN, NEVADA 89423
City, State Zip IC DEPARTMENT
Order No. 00084340-201
CAC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

RPTT \$ APN 07-162-020

This DEED OF TRUST, made MARCH 23rd, 2001, between

JACK KENNEDY, a single man, and KENNY SPEAR, A SINGLE MAN, AS JOINT TENANTS, TRUSTOR,
whose address is 167 PONDEROSA DRIVE, STATELINE, NEVADA 89449
(Number and Street) (City) (State) (Zip)

Western Title Company, Inc., a Nevada Corporation, TRUSTEE, and

CAPITAL FINANCE, A CALIFORNIA CORPORATION, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the
City of STATELINE, County of DOUGLAS, Nevada, described as:

See Exhibit A attached hereto and made a part hereof.

SEE SECURITY AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF - SAID SECURITY
AGREEMENT COVERINGS PERSONAL PROPERTY KNOWN AS: 1984 PALM SPRINGS, 24 X 60 FOOT MOBILE
HOME, SERIAL NOS 23700231AT/BT

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the
trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed
therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$65,000.00 with interest thereon according to the terms of a promissory note or notes of even
date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor
incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be
loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed
of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements,
and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A and it is mutually agreed that each
and all of the terms and provisions set forth in subdivision B of the Fictitious Deed of trust recorded in the office of each County Recorder in the State of
Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county,
namely:

Table with 8 columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their associated document details.

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said
subdivisions A and B (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made
a part of Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation
secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at
this address herein before set forth.

STATE OF NEVADA PENNSYLVANIA
COUNTY OF BEAVER

} S.S

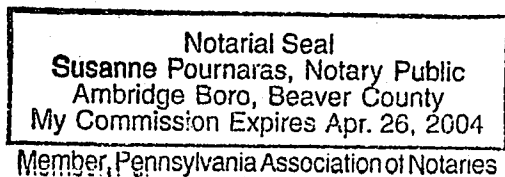
JACK KENNEDY (Signature)

This instrument was acknowledged before me on

KENNY SPEAR (Signature)

MARCH 23, 2001
by SUSANNE POURNARAS

SUSANNE POURNARAS
Notary Public



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DO NOT RECORD

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES,

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the- general.
- (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such SLIM or sums as Beneficiary shall deem proper.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the, rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee(, with interest from date of expenditure at ten percent per annum.
- (6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four percent (4%) of an installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, of such "late charge" shall not be payable out of the proceeds of any sale made to satisfied, the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement of any agreement subordinating the lien or charge hereof.
- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- (5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable, Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby Secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past du(, and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
- (8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.
- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- (11) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants herein above adopted by reference.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein before set forth.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: March 20, 2001

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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Exhibit A

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 2, as shown on the map of PONDEROSA PARK SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on February 25, 1970, as Document No. 47249.

A.P.N. 07-162-02

COPY

0511151

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March 23., 2001

THIS SECURITY AGREEMENT COVERS THE FOLLOWING PERSONAL PROPERTY:

MODEL: PALM SPRINGS
MANU: SKYLINE HOMES, INC.
YEAR: 1984
SIZE: 24FT X 60FT
SERIAL NO: 23700231ATBT

1. THE RIGHTS AND REMEDIES OF BENEFICIARY UPON THE OCCURRENCE OF ONE OR MORE DEFAULT BY TRUSTOR (WHETHER SUCH RIGHTS AND REMEDIES ARE CONFERRED BY STATUTE, BY RULE OF LAW, BY THIS DEED OF TRUST, OR OTHERWISE) MAY BE EXERCISED BY BENEFICIARY, IN THE SOLE DISCRETION OF BENEFICIARY, EITHER ALTERNATIVELY, CONCURRENTLY, OR CONSECUTIVELY IN ANY ORDER. THE EXERCISE BY BENEFICIARY, OR ANY ONE OR MORE OF SUCH RIGHTS AND REMEDIES SHALL NOT BE CONSTRUED TO BE AN ELECTION OF REMEDIES NOR A WAIVER OF ANY OTHER RIGHTS AND REMEDIES BENEFICIARY MIGHT HAVE UNLESS, AND LIMITED TO AN EXTENT THAT, BENEFICIARY SHALL SO ELECT OR SO WAIVE BY AN INSTRUMENT IN WRITING DELIVERED TO TRUSTEE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE EXTENT THAT THIS DEED OF TRUST COVERS BOTH REAL AND PERSONAL PROPERTY, BENEFICIARY MAY, IN THE SOLE DISCRETION OF BENEFICIARY, EITHER ALTERNATIVELY, CONCURRENTLY, OR CONSECUTIVELY IN ANY ORDER;
 - A) PROCEED AS TO BOTH THE REAL AND PERSONAL PROPERTY IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO THE REAL PROPERTY; OR
 - B) PROCEED AS TO THE REAL PROPERTY IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO THE REAL PROPERTY AND PROCEED AS TO THE PERSONAL PROPERTY IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO THE PERSONAL PROPERTY.
2. BENEFICIARY MAY, IN THE SOLE DISCRETION OF BENEFICIARY, APPOINT TRUSTEE AS THE AGENT OF BENEFICIARY FOR THE PURPOSE OF DISPOSITION OF THE PERSONAL PROPERTY IN ACCORDANCE WITH THE NEVADA UNIFORM COMMERCIAL CODE- -SECURED TRANSACTIONS.
3. IF BENEFICIARY SHOULD ELECT TO PROCEED AS TO BOTH THE REAL AND PERSONAL PROPERTY COLLATERAL IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO REAL PROPERTY:
 - A) ALL THE REAL PROPERTY AND ALL THE PERSONAL PROPERTY MAY BE SOLD, IN MANNER AND AT THE TIME AND PLACE PROVIDED IN PROVISION OF THIS DEED OF TRUST AND SECURITY AGREEMENT, IN ONE LOT, OR IN SEPARATE LOTS CONSISTING OF ANY COMBINATION OR COMBINATION OF REAL AND PERSONAL PROPERTY, AS THE BENEFICIARY MAY ELECT, IN THE SOLE DISCRETION OF BENEFICIARY.
 - B) TRUSTOR ACKNOWLEDGES AND AGREES THAT A DISPOSITION OF THE PERSONAL PROPERTY COLLATERAL IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO REAL PROPERTY, AS HEREINABOVE PROVIDED, IS A COMMERCIALY REASONABLE DISPOSITION OF THE COLLATERAL.
4. IF BENEFICIARY SHOULD ELECT TO PROCEED AS TO THE PERSONAL PROPERTY COLLATERAL IN ACCORDANCE WITH BENEFICIARY'S RIGHTS AND REMEDIES IN RESPECT TO PERSONAL PROPERTY, BENEFICIARY SHALL HAVE ALL THE RIGHTS AND REMEDIES CONFERRED ON A SECURED PARTY BY NRS 104.9501 TO NRS 104.9507, BOTH INCLUSIVE.
5. AS TO THE MOBILE HOME COLLATERAL:
 - A) TRUSTOR ACKNOWLEDGES THAT COLLATERAL IS CLASSIFIED AS CONSUMER GOODS.
 - B) TRUSTOR WILL PAY ALL REAL ESTATE TAXES AND ASSESSMENTS DUE AGAINST THE MOBILE HOME.
 - C) THE MOBILE HOME WILL BE INSURED BY TRUSTOR AGAINST ALL RISKS COMMONLY INSURED BY OWNERS OF LIKE COLLATERAL AND THOSE WHICH BENEFICIARY MAY DESIGNATE, WITH POLICIES ACCEPTABLE TO BENEFICIARY AND WITH BOTH TRUSTOR AND BENEFICIARY AS NAMED INSUREDS THEREUNDER AS THEIR INTEREST MAY APPEAR. THE LIMITS OF THE ALL RISK POLICY SHALL BE IN A REASONAL AMOUNT. TRUSTOR AGREES TO PAY, WHEN DUE, ALL PREMIUMS ON SAID POLICIES OF INSURANCE.

IF TRUSTOR SHOULD FAIL TO PROCURE AND MAINTAIN SAID INSURANCE POLICIES, BENEFICIARY MAY, AT THIS OPTION, PROCURE AND MAINTAIN THEM. TRUSTOR SHALL REIMBURSE BENEFICIARY FOR ANY SUMS ADVANCED BY BENEFICIARY HEREUNDER, ON DEMAND, TOGETHER WITH INTEREST THEREON AT FOURTEEN (14) PERCENT PER ANNUM FROM THE DATE PAID UNTIL THE DATE OF REIMBURSEMENT.

D) THE MOBILE HOME WILL NOT BE MOVED FROM IT'S PRESENT LOCATION OF 167 PONDEROSA DRIVE, STATELINE, NEVADA 89449 WITHOUT THE PRIOR WRITTEN CONSENT OF THE BENEFICIARY.

TRUSTOR:

Jack Kennedy
JACK KENNEDY
Kenny Spear
KENNY SPEAR

BENEFICIARY:

CAPITAL FINANCE

BY: Richard Morris

COOPER

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 MAR 27 PM 4: 22

LINDA SLATER
RECORDER

\$11.00 PAID K DEPUTY

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