



Bank of America Nevada

Branch  
Address  
City  
State  
Zip

BANK OF AMERICA NEVADA  
1785 E. SAHARA SUITE 440  
LAS VEGAS, NV, 89104

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST  
(CustomLine® Equity Account)**

This Deed of Trust is made on JANUARY 14, 1991 among  
ANTHONY PRESTIGIACOMO AND MARILYN PRESTIGIACOMO, HUSBAND AND WIFE AS JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP

(collectively and individually "Trustor"); CONTINENTAL AUXILIARY ("Trustee"); and the beneficiary, Bank of America Nevada, a corporation organized and existing under the laws of the State of Nevada ("Lender"). Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust.

Trustor and Lender hereby agree that: **THIS DEED OF TRUST IS GOVERNED BY THE PROVISIONS OF SECTION 106.300 TO 106.400 OF THE NEVADA REVISED STATUTES, AND SECURED FUTURE ADVANCES TO THE MAXIMUM AMOUNT OF PRINCIPAL OF \$ 100,000.00, WHICH MAXIMUM AMOUNT MAY INCREASE OR DECREASE FROM TIME TO TIME BY AMENDMENT OF THIS INSTRUMENT.**

Trustor and Lender hereby agree that:

1. In consideration of the indebtedness described below and the trust created by this Deed of Trust, Trustor irrevocably grants and conveys to Trustee, in trust with power of sale, the property located in the County of DOUGLAS, State of Nevada, described as follows:

LOT 7, IN BLOCK 7, AS SHOWN ON THE MAP OF SECOND ADDITION TO ZEPHYR HEIGHTS SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 6, 1948.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:  
BEGINNING AT THE SOUTHERLY CORNER OF SAID LOT 7, AS SHOWN ON THE MAP ABOVE REFERRED TO, BEING IDENTICAL WITH THE SOUTHWESTERLY CORNER OF LOT 8, OF BLOCK 7, OF SAID SUBDIVISION; THENCE FROM THE POINT OF BEGINNING NORTH 14°04'31" EAST ALONG THE EASTERLY LINE OF SAID LOT 7, BEING ALSO THE WESTERLY LINE OF SAID LOT 8, A DISTANCE OF 130.67 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7, BEING ALSO THE NORTHWESTERLY CORNER OF SAID LOT 8; THENCE SOUTH 18° 18'22" WEST A DISTANCE OF 133.10 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 7; THENCE ALONG SAID SOUTHERLY LINE SOUTH 86° 36' EAST A DISTANCE OF 10.0 FEET, TO THE SOUTHEASTERLY CORNER OF SAID LOT 7, TO THE POINT OF BEGINNING.

with the street address: 611 ALMA WAY ZEPHYR COVE, NEVADA 89448  
and with Assessor's Parcel No. 05-193-29 and including all improvements now or later erected on the property and all easements and rents relating to the above-described property (collectively the "Property").

**2. This Deed of Trust secures:**

- All obligations of the borrowers in the CustomLine Equity Agreement and Disclosure, dated 1/14/91 and naming ANTHONY PRESTIGIACOMO AND MARILYN PRESTIGIACOMO

as borrowers, for a revolving line of credit account (the "Agreement"), as well as any extensions and renewals of the Agreement. The Agreement provides for a Credit Limit of \$100,000.00, allows for repeated credit advances drawn against the Credit Limit, and provides for a variable interest rate. By mutual agreement, Lender may increase the Credit Limit ("Increased Credit Limit"); and

- Trustor's performance of each obligation in this Deed of Trust.

This Deed of Trust will not secure obligations of the borrowers in the Agreement in excess of the Credit Limit or Increased Credit Limit, except for any amounts due to: (a) unpaid interest, or (b) expenses that Lender incurs because obligations of a borrower under the Agreement are not fulfilled (including without limitation, any advances that Lender makes to perform a borrower's duties to pay taxes, insurance, etc.).

- 3. Insurance.** Trustor will keep Property improvements insured at all times against loss by fire, hazards within the term "extended coverage," and any other hazards that Lender may require such as flood insurance. Each insurance carrier and policy is subject to Lender's approval, and each policy will name Lender as a loss payee. Trustor will give Lender and the insurance carrier prompt notice of any loss, and Lender may give proof of loss if Trustor does not promptly do so. If Trustor abandons the Property or fails to respond within 30 days after Lender mails notice to Trustor that an insurance carrier offers to settle a claim for insurance benefits, Lender may, at Lender's option, collect and apply the insurance proceeds to restoration or repair of the Property or to sums secured by this Deed of Trust.
- 4. Property Maintenance.** Borrower will keep and maintain the Property in good repair. If this Deed of Trust is on a leasehold, Trustor will comply with the terms of any lease. If this Deed of Trust is on a condominium unit or on a planned unit development, Trustor will perform Trustor's obligations, including without limitation, by-laws, declarations and regulations for the unit or development.
- 5. Prior Liens.** Trustor will perform all of Trustor's obligations under any mortgage, deed of trust, or other security instrument which creates a lien having priority over the lien of this Deed of Trust. Borrower will pay all taxes, assessments, and charges resulting from any lien having priority over this Deed of Trust.
- 6. Protection of Lender's Security Interest.** If Trustor fails to perform Trustor's obligations under this Deed of Trust, or if any action or proceeding adversely affects Lender's interest in the Property, Lender may, at Lender's option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees) to perform Trustor's obligations or to protect Lender's interest.

Any sums that Lender pays in accordance with this Paragraph 6 will be additional indebtedness secured by this Deed of Trust. These payments will be subject to finance charge in accordance with the terms of the Agreement and will be due and payable by Trustor immediately upon Lender's demand.

- 7. Inspection.** Lender may enter and inspect the Property, after giving Trustor reasonable prior notice.
- 8. Condemnation.** Trustor assigns to Lender the proceeds of any award or claim for damages arising from any condemnation or other taking of all or part of the Property, or for conveyance instead of condemnation. The proceeds will be paid to Lender.
- 9. Successors In Interest; Joint and Individual Liability; Co-Signors.** This Deed of Trust will bind and benefit the successors in interest of Lender and Trustor, subject to Paragraph 11 below. If more than 1 Trustor is signing this Deed of Trust, Trustor's obligations will be joint and individual. Any Trustor who is not a borrower in the Agreement is: (1) signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee according to this Deed of Trust, (b) not personally liable for obligations in the Agreement, and (c) agreeing that Lender and a Trustor who is a borrower in the Agreement may extend, modify, forebear, or make any other agreements relating to this Deed of Trust without that Trustor's consent, and without releasing that Trustor from this Deed of Trust or any extension or modification of this Deed of Trust.
- 10. Reconveyance of Deed of Trust.** Trustor and Trustor's successors in interest will not be released from Trustor's liability under this Deed of Trust until Trustee, acting with Lender's authority, executes and records a deed or reconveyance that releases Trustor and Trustor's successors in interest from the obligations under this Deed of Trust.
- 11. Property Transfer; Due-On-Sale Clause.** If Trustor sells or transfers all or part of the Property or any interest in the Property (or if Trustor's beneficial interest in the Property is altered in any way) without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.
- 12.** The following covenants, Nos. 6, 7 (reasonable costs, attorney fees and allocated costs of Lender's salaried employees), and 8 of section 107.030 of the Nevada Revised Statutes (NRS 107.030) are hereby adopted and made a part of this Deed of Trust to the extent not inconsistent with any other covenant contained in this Deed of Trust or in the Agreement.
- 13. Default.** The occurrence of any of the following will be deemed to be an event of default: (a) you engage in fraud or material misrepresentation in connection with the Agreement or the account established pursuant to the Agreement; (b) you do not meet your repayment obligations in the Agreement; or (c) you act or fail to act in a way that adversely affects your home or any of our rights in your home, including, but not limited to, the sale or transfer of your home without our prior written consent, unless prohibited by law. If you commit an event on default, at our option, we may require immediate payment in full of all sums secured by this Deed of Trust without demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees (including allocated cost of our salaried attorneys, to the extent permitted by law).
- 14. Assignment of Rents.** Trustor unconditionally assigns to Lender the rents from the Property, except that Trustor will have the right to collect and retain rents that become due and payable before Lender invokes its right to accelerate under Paragraph 13 above.
- 15. Substitution of Trustee.** At Lender's option, Lender may from time to time appoint a substitute trustee to replace Trustee by executing an instrument and recording it with the Recorder in the county stated above. This provision will supersede any other provision for trustee substitution.
- 16. Notices.** If a mailing address appears below for any Trustor, Lender's notices to that Trustor will be mailed to the address shown. Otherwise, notices will be sent to Trustor at the Property address shown on the first page of this Deed of Trust.

17. **Governing Law; Enforceability.** The terms of this Deed of Trust will be governed by Nevada law. Lender's failure to exercise any right or remedy under this Deed of Trust will not waive Lender's rights in the future. If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.

**MAILING ADDRESS FOR NOTICES**

Street	City and State	Signature
<u>611 ALMA WAY</u>	<u>ZEPHYR COVE, NEVADA 89448</u>	<u><i>Anthony Prestigiaco</i></u> ANTHONY PRESTIGIACOMO
<u>611 ALMA WAY</u>	<u>ZEPHYR COVE, NV. 89448</u>	<u><i>Marilyn Prestigiaco</i></u> MARILYN PRESTIGIACOMO

STATE OF ~~NEVADA~~ CALIFORNIA )  
 ) ss  
COUNTY OF SANTA CLARA )

On 1/14/91, before me, the undersigned, a Notary Public, personally appeared ANTHONY PRESTIGIACOMO AND MARILYN PRESTIGIACOMO

known (or proved) to me to be the person(s) whose name(s) ARE subscribed to the within instrument who acknowledged that they executed the instrument.

WITNESS my hand and official seal.

*Susan D. Bailey*  
signature

SUSAN D. BAILEY  
name (typed or printed)

(This area for seal)



REQUESTED BY  
**FIRST NEVADA TITLE COMPANY**  
IN OFFICE OF RECORDS OF  
COUNTY OF NEVADA

'91 JAN 17 P12:30

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TPL 1518NV (10/90)

SUZANNE G. BUREAU  
\$ 7.00 PAID K10 DEPUTY  
BOOK **191** PAGE **2099**  
**243107**