



Branch: LINES OF CREDIT SERVICE CENTER
Address: P.O. BOX 2290
City: RANCHO CORDOVA, CA 95741
State:
Zip:

T.O. 206886

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST (CustomLine® Equity Account)

INITIAL
CAW
MBW

This Deed of Trust is made on May 1, 1991 among
MELVIN B. WILLIS AND COLLEEN A. WILLIS, TRUSTEES OF THE WILLIS FAMILY

INITIAL
CAW
MBW

1985 TRUST*****

* STEWART TITLE

(collectively and individually "Trustor"); ~~Bank of America National Trust and Savings Association~~ ("Trustee"); and the beneficiary, Bank of America NT&SA, a national banking association ("Lender"). Trustee is a subsidiary of 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:

CAW
MBW

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 ~~CALIFORNIA~~ NEVADA, described as follows:

INITIAL
CAW
MBW

LOT 47, AS SHOWN ON THE MAP OF SKYLAND SUBDIVISION UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON FEBRUARY 27, 1958, IN BOOK 1, PAGE 181, AS DOCUMENT NO. 12967, OFFICIAL RECORDS. TOGETHER WITH THE RIGHT OF ACCESS TO THE WATERS OF LAKE TAHOE AND FOR BEACH AND RECREATIONAL PURPOSES OVER LOTS 32 AND 33 AS SHOWN ON THE FILED MAP REFERRED TO HEREIN AS RESERVED IN THE DEED FROM STOCKTON GARDEN HOMES, INC., A CALIFORNIA CORPORATION, TO SKYLAND WATER CO., A NEVADA CORPORATION, RECORDED FEBRUARY 5, 1960, IN BOOK 1, PAGE 268, DOUGLAS COUNTY, NEVADA RECORDS.

with the street address: 105 TAHOE DRIVE ZEPHYR COVE
NV, 89448 and with Parcel No. 05-052-01
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 05/01/91 and naming MELVIN B. WILLIS
COLLEEN A. WILLIS 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 \$ 300,000.00, 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.

249997

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 of 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. **Default.** If Trustor breaches any term in this Deed of Trust, or if a borrower fails to perform any obligation under the Agreement, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. Lender may collect from Trustor all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney fees and allocated costs of Lender's salaried employees.

13. **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 12 above.

14. **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.

15. **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.

16. **Governing Law; Enforceability.** The terms of this Deed of Trust will be governed by ~~XXXXXX~~ 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.

NEVADA

XXXXXX

INITIAL
MWB
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C.R.W.
MWB

MAILING ADDRESS FOR NOTICES

Street

City and State

Signature

P.O. BOX 10559

ZEPHYR COVE, NV 89448

Melvin B. Willis
MELVIN B. WILLIS *
Colleen A. Willis
COLLEEN A. WILLIS *



* AS TRUSTEES OF THE WILLIS FAMILY 1985 TRUST.

INDIVIDUAL ACKNOWLEDGEMENT

State of California

County of El Dorado

On this 1st day of May, In the year 1991

before me, F. Wilson a Notary Public

In and for El Dorado County,

personally appeared Melvin B. Willis and Colleen A. Willis
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is
subscribed to this Instrument, and acknowledged that he (she or they) executed it.

(SEAL)



Witness my hand and official seal

Signature *F. Wilson*

REQUESTED BY
FIRST NEVADA TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 MAY -6 A11:10

SUZANNE BEAUDREAU
RECORDER 249997
\$ 7.00 PAID *KJ* DEPUTY
BOOK 591 PAGE 568