

Submitted for recordation by, and when recorded, return to:



National Trust and Savings Association
Branch CONSUMER LOAN SERVICING #1324
Address P O BOX 2240
City BREAA,
State CA
Zip 92622

Loan # 20030-60400-6716998

Reference# 010311-970561200150

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Space above this line for Recorder's Use

This Deed of Trust is made on March 17, 1997 by ROBERT D. WATROUS AND LUELLA R. WATROUS, TRUSTEE OF THE WATROUS FAMILY
TRUST DATED AUGUST 9, 1988

(collectively and individually "Trustor"); Equitable Deed Company ("Trustee"); and the beneficiary, Bank of America NT&SA, a national banking association ("Bank"). Trustee is a subsidiary of Bank. 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. The words "I," "me," and "my" in this Deed of Trust refer to the Trustor, whether one or more.

Bank and I agree:

1. Property Security. For the purpose of securing the obligations described below, I irrevocably grant, convey, transfer and assign to Trustee, in trust with power of sale, the property located in DOUGLAS County, Nevada described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

with the street address: 830 FOOTHILL RD, GARDNERVILLE, NV 89410 and with Parcel No. 19-191-02 and including all improvements and fixtures now or later erected on the property, and all easements, rights, appurtenances and fixtures now or later a part of or related to the above described property (collectively the "Property").

2. This Deed of Trust secures:

- All obligations of the borrowers in the Equity Maximizer Agreement and Disclosure, dated 03/17/97 and naming ROBERT D. WATROUS AND ROBERT D. WATROUS, TRUSTEE UTA 8/9/88 AND LUELLA R. WATROUS AND LUELLA R. WATROUS, TRUSTEE UTA 8/9/88 as borrowers, for a revolving line of credit account (the "Agreement"), as well as any modifications and renewals of the Agreement. The Agreement provides for a Total Credit Commitment (as defined in the Agreement) of \$ 100,000.00, allows for repeated credit advances drawn against the Total Credit Commitment, and provides for a variable interest rate. By mutual agreement, Bank may increase the Total Credit Commitment ("Increased Credit Commitment"); and
- Trustor's performance of each obligation in this Deed of Trust.

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

To Protect the Security of this Deed of Trust, I Agree: By the execution and delivery of this Deed of Trust and the Equity Maximizer Agreement and Disclosure secured hereby, that provisions (3) to (20), inclusive of the fictitious deed of trust recorded in DOUGLAS County 12/23/96 as Instrument 403470 in Book/Reel 1296 and at Page/Image 3792 of the Official Records of the County Recorder of that county, (which provisions, identical in all counties, are printed on the following pages) hereby are adopted and incorporated herein and made a part hereof as though set forth at length; and I will observe and perform such provisions; and that the reference to Property, obligations, and parties in such provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust.

Trustor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Trustor at the Trustor's address shown below, or if no address is shown, then at the address of the Property.

Signature

Mailing Address for Notice:
Street _____ City and State _____

Robert D. Watrous Trustee UTA 8/9/88
ROBERT D. WATROUS, TRUSTEE UTA 8/9/88

826 FOOTHILL RD GARDNERVILLE, NV 89410

Luella R. Watrous Trustee UTA 8/9/88
LUELLA R. WATROUS, TRUSTEE UTA 8/9/88

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Douglas

On this 17th day of March, 1997, personally appeared before me, a Notary Public (or judge or other authorized person, as the case may be) in, and for said County and state, Robert D Watrous and Luella R Watrous

known (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Suzanne Brown
Notary Public

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF _____

On this _____ day of _____, personally appeared before me, a Notary Public (or judge or other authorized person, as the case may be) in, and for said County and state,

known (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he/she/they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

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EXHIBIT "A"

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

All that certain real property situated in Douglas County, State of Nevada, described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Southwest 1/4 of Section 14, Township 12 North, Range 19 East, M.D.B. & M., Douglas County, Nevada and more particularly described as follows:

Commencing at the Southwest corner of said Section 14 as shown on the Record of Survey to Accompany a Boundary Line Adjustment for Douglas Parker filed for record in Book 589 at Page 2188 as Document number 202177, Official Records of Douglas County, Nevada; thence along the West line of said Section

North 00°28'00" East a distance of 811.84 feet; thence leaving said line

North 51°18'27" East a distance of 329.11 feet; thence

North 38°39'10" West a distance of 200.00 feet to the TRUE POINT OF BEGINNING; thence continuing

North 38°39'10" West a distance of 175.00; thence

North 51°22'08" East a distance of 250.06 feet to a point on the westerly right-of-way line Foothill Road; thence along said line

South 38°39'10" East a distance of 175.00 feet; thence leaving said right-of-way line

South 51°22'08" West a distance of 250.06 feet to the TRUE POINT OF BEGINNING

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

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LINDA SLATER
RECORDER
\$ 9.00 PAID *KZ* DEPUTY