

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 BREA,  
State CA  
Zip 92622

Loan # 20030-60401-9196998  
Reference# 010301-970351143250

**SHORT FORM DEED OF TRUST**  
**(EQUITY MAXIMIZER® ACCOUNT)**

Space above this line for Recorder's Use

This Deed of Trust is made on March 21, 1997 by  
LEON WERNER AND DONNA E. SMITH-WERNER, WHO ARE MARRIED TO EACH OTHER

(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:

LOT 196, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 29, 1973, AS FILE NO. 66512, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

with the street address: 1371 KIMMERLING RD #B, GARDNERVILLE, NV 89410 and with Parcel No. 29-202-12 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 03/21/97 and naming DONNA E. SMITH-WERNER 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 \$ 9,000.00, 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.

Trutor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Trutor at the Trutor'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

Leon Werner  
LEON WERNER  
Donna E Werner  
DONNA E. SMITH-WERNER

1371 KIMMERLING RD APT #B GARDNERVILLE, NV 89410

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA  
COUNTY OF Douglas

On this 21<sup>ST</sup> 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, Leon Werner and Donna E. Smith-Werner

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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COPY

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

'97 MAR 24 P2:55

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LINDA SLATER  
RECORDER  
\$ 9.00 PAID 10 DEPUTY