

Send Recorded Documents To:
MBNA Consumer Services, Inc.
400 Christiana Rd. - Mailstop 700883
Newark, DE 19713
1-302-453-9930
App. # 02648690

97119110-SA
M74356LCP

Nevada Home Equity Line Deed of Trust

THIS DEED OF TRUST ("Deed of Trust") is made on April 7, 1997. The Grantor is Kerry M. Miller and Richard L. Miller, husband and wife as joint tenants. The trustee is L. Jeanne Pyle ("Trustee"). The beneficiary is MBNA Consumer Services, Inc. ("MBNA CSI"), a Delaware corporation whose address is 400 Christiana Road, Newark, Delaware 19713. In this Deed of Trust, the terms "you," "your" and "yours" refer to the Grantor, whether one or more. The terms "we," "us" and "our" refer to MBNA CSI.

This Deed of Trust secures future advances pursuant to Nevada Revised Statutes §106.300-106.400. The maximum amount of principal to be secured is Twenty One Thousand Six Hundred and 00/100 Dollars (U.S. \$21,600.00).

Pursuant to a Home Equity Line of Credit Agreement in favor of MBNA CSI ("Agreement"), dated the same date as this Deed of Trust, you may incur indebtedness in amounts fluctuating from time to time up to the maximum principal amount indicated above. This Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums as are advanced by us whether or not at the time the sums are advanced there is any principal outstanding under the Agreement.

This Deed of Trust secures to us: (a) repayment of the debt evidenced by the Agreement, with interest, and any refinancing, renewal, extension and modification of the Agreement; (b) the payment of all other sums, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) performance of your covenants and agreements under this Deed of Trust and the Agreement. You irrevocably grant and convey to the Trustee and Trustee's successors and assigns, in trust, with power of sale, the property located in Douglas County, NV and more fully described in Exhibit A attached hereto and made a part hereof, which property is commonly known as 877 Selkirk Circle, Gardnerville, NV 89410. ("Property Address");

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest; Late and Other Charges; Prepayment.** You shall pay when due the principal and interest owing under the Agreement and all other charges due under the Agreement. You may prepay at any time, without penalty.
2. **This paragraph intentionally omitted.**
3. **Application of Payments.** This paragraph intentionally left blank.
4. **Charges; Prior Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security instrument with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly.

You shall promptly discharge any lien arising after the date of this Deed of Trust which has priority over this Deed of Trust unless you: (x) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to us; (y) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in our opinion operate to prevent the enforcement of the lien; or (z) secure from the holder of the lien an agreement satisfactory to us subordinating the lien to this Deed of Trust. If we determine any part of the Property is subject to a lien which may attain priority over this Deed of Trust, we may give you a notice identifying the lien. You shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

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Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security is not lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given.

Any application of proceeds to principal shall not extend or postpone the due date or change the amount of monthly payments due under the Agreement. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

6. Occupancy, Preservation and Maintenance of Property; Leaseholds. You shall occupy, establish and use the Property as your residence unless we agree otherwise in writing, which consent shall not be reasonably withheld. You shall not destroy, damage, impair or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Deed of Trust is on a leasehold, you shall comply with all provisions of the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do and pay for whatever is necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or any advance under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorneys' fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debt you owe us secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our notice requesting payment.

If we required mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. Prior Mortgages and Deeds of Trust. You shall perform all of your obligations under any mortgage, deed of trust or other security agreement with a lien on the Property which has priority over this Deed of Trust, including your covenants to make payments when due.

9. Inspection. We or our agent may inspect the Property at any reasonable time and upon reasonable notice.

10. Condemnation; Abandonment. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. The proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to you.

In the event of a partial taking of the Property in which the Property's fair market value immediately before the taking is equal to or greater than the sums secured by this Deed of Trust immediately before the taking, unless you and we otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to you. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless you and we otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due. Any application of proceeds to principal may extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2, but shall not change the amount of such payments.

If the Property is abandoned by you, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

11. You Are Not Released; Forbearance by Us Not a Waiver. Any extension of time for payment or modification of amortization of sums secured by this Deed of Trust granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust, by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Deed of Trust shall bind and benefit your and our successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who signs this Deed of Trust but does not execute the Agreement: (a) is signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

13. Loan Charges. If a law governing the loan secured by this Deed of Trust is finally interpreted so that interest

or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charge shall be reduced to the permitted limit; and (b) sums collected from you which exceed permitted limits will be refunded to you. We may make this refund by reducing the principal owed under the Agreement or by direct payment to you. If a refund reduces principal, the reduction will be treated as a prepayment.

14. Notices. Any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, unless applicable law requires use of another method. Any notice to us shall be given by first class mail to our address stated above or any other address we designate by notice to you, unless applicable law requires use of another method. Any notice provided for in this Deed of Trust shall be deemed given to you or us when given as provided in this paragraph.

15. Governing Law; Severability. This Deed of Trust shall be governed by federal law and, except as preempted by federal law, by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be give effect without the conflicting provision. The provisions of this Deed of Trust and Agreement are severable.

16. Your Copy. You shall receive a conformed copy of the Agreement and Deed of Trust.

17. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in a grantor hereof is sold or transferred and such grantor is not a natural person) without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

If we exercise this option, we shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which you must pay all sums secured by this Deed of Trust. If you fail to pay these sums prior to the expiration of this period, we may invoke any remedies permitted by this Deed of Trust without further notice or demand on you.

18. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (know as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as provided herein. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances. You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall give us prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you has actual knowledge. If you learn that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration; Remedies. We shall give notice to you prior to acceleration following your breach of any covenant or agreement described in the Default Section of the Agreement that gives rise to a right to accelerate under the Acceleration Upon Default Section of the Agreement (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Notwithstanding the foregoing, we may accelerate upon your default on any obligation to pay money under the Agreement or hereunder without notice to you upon the second occurrence of such a default in any 12-month period. If the default is not cured, we at our option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. We may collect all expenses incurred in pursuing these remedies including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If we invoke the power of sale, we shall give written notice to Trustee of the occurrence of an event of default and of our election to cause the Property to be sold and the Trustee shall cause the Property to be sold in accordance with applicable law. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fee; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

21. Release. Upon payment of all sums secured by this Deed of Trust, we shall request that Trustee release this Deed of Trust and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Deed of Trust. Trustee shall release this Deed of Trust without further inquiry or liability. You shall pay any recordation costs and the statutory Trustee's fees.

22. Waiver of Homestead. You waive all homestead exemption rights in the Property.

23. Substitute Trustee. We may, at our option and from time to time, remove any person acting as the Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded.

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Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

24. **Riders to this Deed of Trust.** If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were part of this Deed of Trust.

[Check applicable box(es).]

- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider
- Other(s) [specify]

25. **Request for Notice of Default and Foreclosure.** You and we request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to us, at our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

26. **Adoption of Covenants.** To the extent not inconsistent with the other provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value); 3; 4; (20% per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, you have hereunto set your hand and seal the day and year first above written.

Witnesses:

Mary Lisa Dixon _____

Kerry M. Miller _____ (SEAL)
Kerry M. Miller

Richard L. Miller _____ (SEAL)
Richard L. Miller

STATE OF Nevada, Washoe County ss:

The foregoing instrument was acknowledged before me this 7th day of April, 1997, by _____, known to me or satisfactorily proven to be the person(s) named. WITNESS my hand and official seal.

Kerry M. Miller and Richard L. Miller

My Commission expires:

Mary Lisa Dixon
Notary Public



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EXHIBIT A
TO
DEED OF TRUST

This is Exhibit A to a Deed of Trust in favor of trustees for MBNA Consumer Services, Inc., dated April 7, 1997, and executed by Kerry M. Miller and Richard L. Miller.

Description of Property:

All that certain parcel of land in Douglas County, State of Nevada as more fully described in deed book 889 page 4774, ID#27-473-02 being known and designated as lot 15, Block J, Gardnerville Ranchos Unit #4, filed in plat book 1, page 55.

Lot 15, in Block J, as said lot and block are shown on the map of GARDNERVILLE RANCHOS UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 10, 1967, in Map Book 1, Page 055, Filing No. 35914.

Clerk: If detached from the above-described document, please return to MBNA Consumer Services, Inc., 400 Christiana Road, Newark, Delaware 19713.

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 MAY -2 P4:08

LINDA SLATER
RECORDER

\$ 11.00 PAID *AS* DEPUTY

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