

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



National Trust and Savings Association
Branch CONSUMER LOAN SERVICE CENTER
Address PO BOX 2240
City BREA,
State CA
Zip 92822

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

Loan # 20030-60544-6926998
Reference# 010325-983410930100

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SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Space above this line for Recorder's Use

This Deed of Trust is made on January 7, 1999 by
HOWARD J. HUGHES AND MARTHA A. HUGHES, 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 SIXTY-FIVE (65) AS SHOWN ON THE OFFICIAL MAP OF SHERIDAN ACRES UNIT NO. 2,
FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON OCTOBER 14, 1968.

with the street address: 871 BARBER WAY, GARDNERVILLE, NV 89410 and with Parcel No. 19-173-07 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 01/07/99 and naming HOWARD J. HUGHES AND MARTHA A. HUGHES 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 \$ 25,000.00, 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 403471 in Book/Reel 1296 and at Page/Image 3796 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

Howard J. Hughes
HOWARD J. HUGHES
Martha A. Hughes
MARTHA A. HUGHES

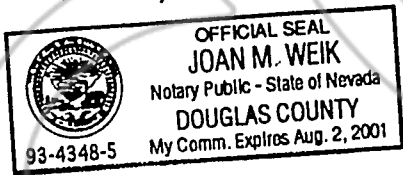
871 BARBER WY GARDNERVILLE, NV 89410

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF DOUGLAS

On this 11th day of Jan., 1999, 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, HOWARD J. HUGHES AND MARTHA A. HUGHES

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.



Joan M. Weik
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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REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

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\$ 9.00 PAID kg DEPUTY