

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

Loan # 20030-60566-0916998

Reference# 010325-990851400120

81094-D

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Space above this line for Recorder's Use

This Deed of Trust is made on April 6, 1999 by
RICHARD E. LUSBY AND PAMELA J. LUSBY, 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:

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

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY and without liability for the consideration therefor; or as to the validity or sufficiency of said instrument or for the effect of such recording on the title of the property involved.

with the street address: 210 CANYON CIRCLE, ZEPHYR COVE, NV 89448 and with Parcel No. 03-171-18 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 04/06/99 and naming RICHARD E. LUSBY AND PAMELA J. LUSBY 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 \$ 50,000.00, 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.

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

Richard E. Lusby
RICHARD E. LUSBY
Pamela J. Lusby
PAMELA J. LUSBY

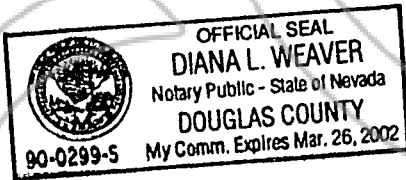
210 CANYON CI ZEPHYR COVE, NV 89448

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Douglas

On this 7 day of April, 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, Richard E. Lusby

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.



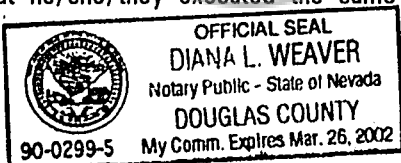
[Signature]
Notary Public

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Douglas

On this 9 day of April, 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, Pamela J. Lusby

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.

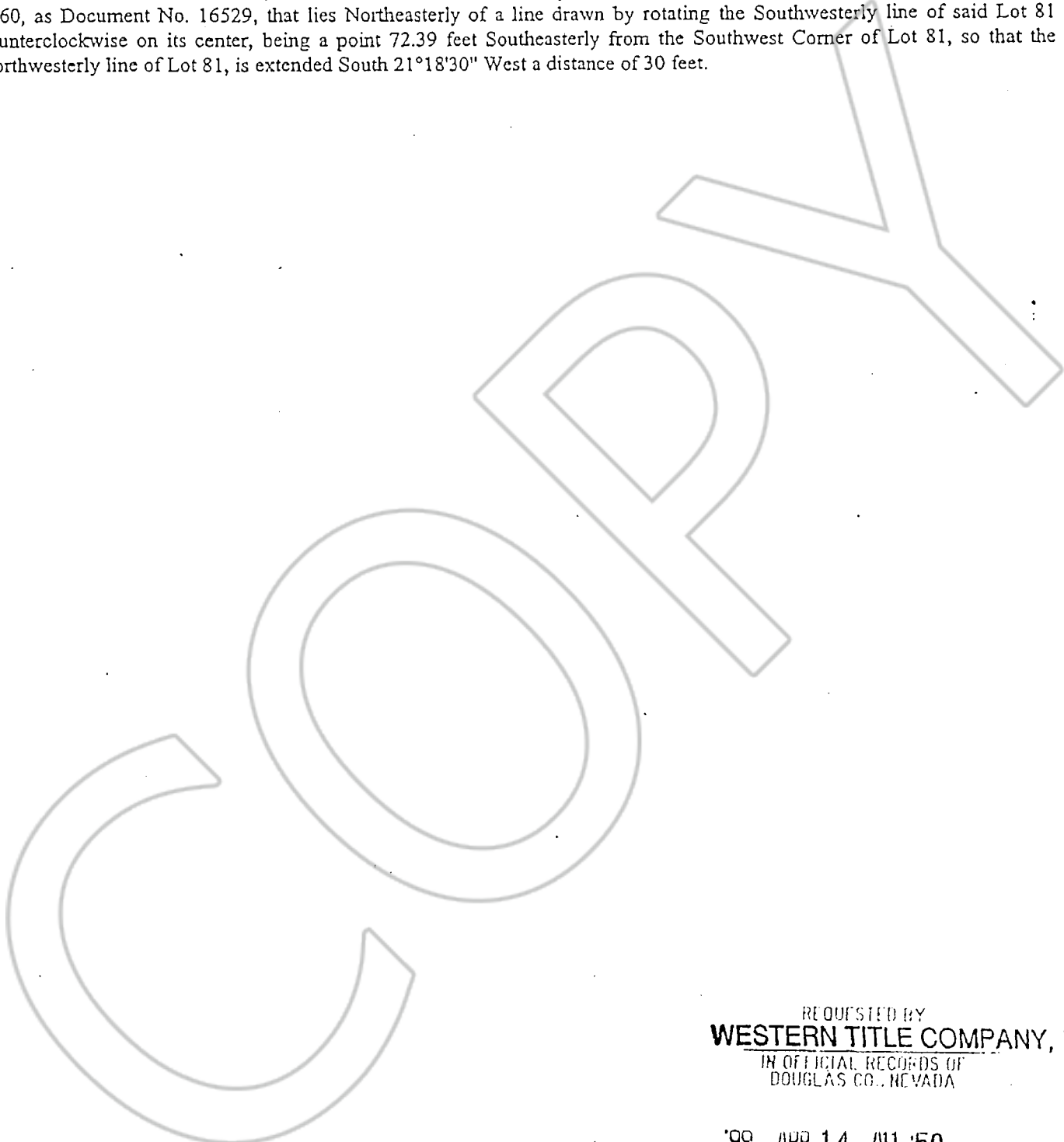


[Signature]
Notary Public

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EXHIBIT "A"

The portion of Lots 80 and 81, as shown on the map of NORTH LAKERIDGE and REVISED PLAT OF PORTION OF LAKERIDGE ESTATES NO. 2, filed in the Office of the County Recorder of Douglas County, Nevada, on August 29, 1960, as Document No. 16529, that lies Northeasterly of a line drawn by rotating the Southwesterly line of said Lot 81 counterclockwise on its center, being a point 72.39 feet Southeasterly from the Southwest Corner of Lot 81, so that the Northwesterly line of Lot 81, is extended South 21°18'30" West a distance of 30 feet.



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

'99 APR 14 AM 11:50

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LINDA SLATER
RECORDER
\$9.00 PAID *KJ* DEPUTY