

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



National Trust and Savings Association  
Branch CONSUMER LOAN SERVICING  
Address P O BOX 2240  
City BREA,  
State CA  
Zip 92822

Loan # 20030-60568-8326998

Reference# 010321-990841230250

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

Space above this line for Recorder's Use

This Deed of Trust is made on April 15, 1999 by JOHN LEE SMITH, AN UNMARRIED PERSON

(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:

with the street address: 637 ZEPHYR HEIGHTS DRIVE, ZEPHYR COVE, NV 89448 and with Parcel No. 05-172-38 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 04/15/99 and naming JOHN LEE SMITH 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 \$ 209,000.00, 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

[Signature]  
JOHN LEE SMITH

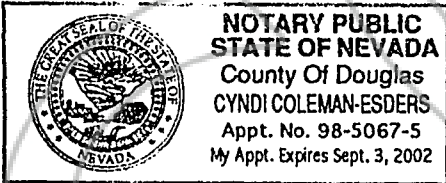
P.O. BOX 10420 ZEPHYR COVE, NV 89448

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA  
COUNTY OF DOUGLAS

On this 11 day of MAY, 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, JOHN LEE SMITH

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 \_\_\_\_\_

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

# EXHIBIT "A"

## PARCEL 1:

Lot 9, in Block F, as shown on the Map of ZEPHYR HEIGHTS SUBDIVISION NO. 5, filed in the Office of the County Recorder on June 7, 1955 in Book 1 of Maps, as Document No. 10442, of Official Records of Douglas County, State of Nevada.

EXCEPTING THEREFROM all that portion of Lot 9, Block F, as shown on that certain map entitled ZEPHYR HEIGHTS NO. 5, filed for record on June 7, 1955, as Document No. 10442, more particularly described as follows:

BEGINNING at the most Easterly corner of said Lot 9; thence South  $67^{\circ}32'32''$  West, 10.51 feet; thence North  $03^{\circ}00'39''$  West, 31.57 feet; thence South  $22^{\circ}27'28''$  East, 29.77 feet to the POINT OF BEGINNING.

## PARCEL 2:

All that portion of Lot 7, Block F, as shown on that certain map entitled ZEPHYR HEIGHTS NO. 5, filed for record on June 7, 1955, as Document No. 10442, more particularly described as follows:

BEGINNING at a point on the Westerly line of said Lot 7 which bears South  $22^{\circ}27'28''$  East, 20.69 feet from the most Westerly corner of Lot 7; thence South  $75^{\circ}16'16''$  East, 15.41 feet; thence South  $14^{\circ}43'44''$  West, 20.31 feet to a point on said Westerly line; thence North  $22^{\circ}27'28''$  West, 25.49 feet to the POINT OF BEGINNING.

Said parcels 1 and 2 more fully shown of that certain record of survey lot line adjustment for Dorothy Aller recorded in the Office of the County Recorder of Douglas County, State of Nevada on December 13, 1988 in Book 1288, Page 1665, as Document No. 192513, of Official Records.

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

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LINDA SLATER  
RECORDER  
\$900 PAID *Sh* DEPUTY