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When Recorded Mail To:

✓ Citibank, Federal Savings Bank
4041 N. Central, Suite 300 / 250 JG
Phoenix, Arizona 85012
Attention: Julia Durmaj

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made as of June 24, 1999. The trustor is KRZYSZTOF WISINSKI, a married man, as his sole and separate property ("Trustor"). The trustee is CITIBANK SERVICE CORPORATION, a California corporation ("Trustee"). The borrower is EXCEL CNC MACHINING, INC., a California corporation ("Borrower"). The beneficiary is CITIBANK, FEDERAL SAVINGS BANK which is organized and existing under the laws of the United States, and whose address is One Sansome Street, 26th Floor, San Francisco, CA 94104 ("Lender").

This conveyance of certain real property is made to secure the obligation indicated below and evidenced by one or more of the following indicated contracts:

() A promissory note dated _____ in the principal sum of \$ _____ executed by Borrower and payable to the order of Lender;

(X) A guaranty (the "Guaranty") dated May 8, 1998, executed by Trustor, for the indebtedness of Borrower to Lender, including without limitation, all the obligations of Borrower under that certain Business Ready Credit Agreement dated May 8, 1998 (the "Agreement"), which Agreement amended and restated that certain Business Ready Credit Agreement executed by Borrower on November 25, 1997, that certain letter agreement dated May 19, 1999, and that certain Forbearance Agreement dated as of June 24, 1999 (collectively, the "Note"); including performance of any and all renewals, modifications or extensions of any of the above contracts which Lender elects to make, in its sole discretion, or of any contract taken in substitution or exchange for any of them. This Security Instrument shall also secure: (a) payment of all other sums and interest required to be paid to Lender by Borrower or Trustor; (b) performance of all agreements of Trustor in this Security Agreement; (c) performance of all agreements of Trustor to pay fees and charges to Lender, whether or not set out in this Security Agreement; and (d) payment of all other indebtedness or performance of all other obligations of any kind by Trustor to Lender; it being understood and agreed that this Security Instrument shall stand for any and all such obligations whether or not similar to or related to the contract indicated above; which property has the address of 266 Lark Circle, Zepher Cove, Nevada ("Property Address") legally described as follows:

ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 67, AS SHOWN ON THE MAP ENTITLED "CAVE ROCK ESTATES, UNIT NO. 2" , AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JULY 29, 1968, AS DOCUMENT NO. 41604.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or later a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Word/documents/Citibank/excel CMC Machining/Deed of Trust-037-99

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TRUSTOR COVENANTS that Trustor is lawfully seised of the estate conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record described below as Prior Indebtedness.

1. Payment of Principal and Interest; Prepayment and Late Charges. Trustor shall promptly pay when due the principal of, and interest on, the debt secured and any prepayment and late charges due.

2. Funds for Taxes and Insurance. If requested to do so by Lender, Trustor shall pay to Lender or its servicing agent on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Trustor to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Trustor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution). Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Trustor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Trustor interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Trustor to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Trustor any interest or earnings on the Funds. Trustor and Lender may agree in writing that interest shall be paid on the Funds. Lender shall give Trustor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Trustor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Trustor in writing, and, in such case Trustor shall pay to Lender the amount necessary to make up the deficiency. Trustor shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Trustor any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due.

4. Charges; Liens. Trustor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Trustor shall pay these obligations in the manner provided in paragraph 2, or if not paid in

that manner, Trustor shall pay them on time directly to the person owed payment. Trustor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Trustor makes these payments directly, Trustor shall promptly furnish to Lender receipts evidencing the payments.

Trustor shall promptly discharge any lien which has priority over this Security Instrument unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Trustor a notice identifying the lien. Trustor 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. Trustor shall keep the improvements now existing or later 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 Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval which shall not be unreasonably withheld. If Trustor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Trustor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

Unless Lender and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the Property is acquired by Lender, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Trustor's Loan Application; Leaseholds. Trustor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Trustor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Trustor may cure such a default, and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Trustor's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Trustor shall also be in default if Trustor, during the loan application process, gave materially false or inaccurate information or statements to Borrower or Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Trustor's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Trustor shall comply with all the

provisions of the lease. If Trustor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Trustor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Trustor secured by this Security Instrument. Unless Trustor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Trustor requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim 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 assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums or contracts secured by this Security Instrument, whether or not then due, with any excess paid to Trustor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Trustor and Lender otherwise agree in writing, the sums secured by this Security Instrument 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 Trustor. 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 Trustor and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Trustor, or if, after notice by Lender to Trustor that the condemner offers to make an award or settle a claim for damages, Trustor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Trustor Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Trustor or to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Lender 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 Security Instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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11. Successors and Assigns Bound; Joint and Several Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Trustor, subject to the provision of paragraph 16. Trustor's covenants and agreements shall be joint and several. Any Trustor who cosigns this Security Instrument but does not execute the Note or any contract secured: (a) is cosigning this Security Instrument only to mortgage, grant and convey that Trustor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Trustor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument, any secured contract or the Note without that Trustor's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Trustor which exceeded permitted limits will be refunded to Trustor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Trustor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Notices. Any notice to Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Trustor at 1424 Norman Drive, Sunnyvale, CA 94087 or any other address Trustor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's stated address or any other address Lender designates by notice to Trustor. Any notice provided for in this Security Instrument shall be deemed to have been given to Trustor or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument, any secured contract or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, any secured contract or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument, any secured contract and the Note are declared to be severable.

15. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the signing date of this Security Instrument.

If Lender exercises this option, Lender shall give Trustor 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 Trustor must pay all sums secured by this Security Instrument. If Trustor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Trustor.

16. Trustor's Right to Reinstate. If Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Trustor: (a) pays Lender all sums which then would be due under this Security Instrument, any secured contract and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Trustor's obligation to pay the sums secured by this Security Instrument shall continue unchanged.

Upon reinstatement by Trustor, this Security Instrument and the obligations secured shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 19.

17. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Trustor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Trustor will be given written notice of the change in accordance with paragraph 14 above and applicable law. 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.

18. Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor 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.

Trustor shall promptly give Lender 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 Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "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 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Acceleration; Remedies. Lender shall give notice to Trustor prior to acceleration following a breach under the Guaranty or breach of any covenant or agreement under this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in

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any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made. 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' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all contracts evidencing an obligation secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

21. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Trustor, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. Request for Notices. Trustor requests that copies of the notices of default and sale be sent to Trustor's address set out above.

23. Prior Indebtedness. Trustor represents and warrants that it is the lawful owner in fee simple of the Property free and clear of all liens and encumbrances whatsoever except those appearing in the attached Exhibit "A" and which have been approved by Lender and that it has full right, power and authority to convey and mortgage the Property and to execute this Deed of Trust. Notwithstanding anything to the contrary in this Security Instrument, if Exhibit A includes a prior deed of trust and/or mortgage (the "Prior Deed of Trust") securing indebtedness and obligations (the "Prior Indebtedness"), then: (a) Trustor shall make all payments of principal and interest on the Prior Indebtedness as they become due; and (b) without the prior written consent of Lender, Trustor shall not request or consent or agree to any increase in the amount of the Prior Indebtedness, any extension of time for its payment, any reduction in any payment required, or any postponement, modification or indulgence, and shall not sign a renewal note or notes for it.

24. Default of Prior Indebtedness. Should there occur any default in any payment or performance of the Prior Deed of Trust or any document evidencing the Prior Indebtedness: (a) Lender, without notice to or demand upon Trustor, and without releasing Trustor from any obligation, may pay or perform the Prior Indebtedness in the manner and to the extent that it may deem necessary, and may enter upon the Property for that purpose; (b) Lender, at any time and from time to time, may prepay the Prior Indebtedness in whole or in part with all premiums, penalties or other payments required in connection with any prepayment; (c) Lender shall be entitled, without any grace period, to immediately exercise its rights and remedies for an event of default; and (d) the exercise of any right or remedy for a default shall not cure nor waive any default of the Security Instrument occasioned by the default.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in the Security Instrument.

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TRUSTOR:

By Krzysztof Wisinski

KRZYSZTOF WISINSKI

06/30/99

COPY

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) SS

COUNTY OF SANTA CLARA)

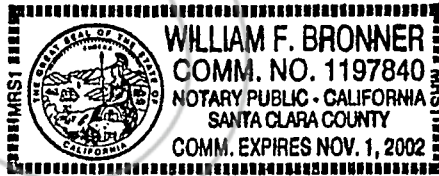
On 30TH JUNE, 1999 before me, WILLIAM F. BRONNER, Notary Public, personally appeared KRZYSZTOF WISINSKI, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

William F Bronner

Signature of the Notary

(Area above reserved for official seal)



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REQUEST FOR RECONVEYANCE

TO TRUSTEE: The undersigned is the holder of the contract or contracts secured by this Deed of Trust, which have been satisfied in full. You are hereby directed to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled to receive it.

COPY

EXHIBIT A

This Security Instrument shall be subordinate to the following lien or encumbrance:

Deed of Trust made December 18, 1998, between Krzysztof Wisinski, a married man, as his sold and separate property ("Trustor"), North American Title ("Trustee) and Citibank, F.S.B. ("Beneficiary").

COPY

Word/documents/Citibank/excel CMC A

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REQUESTED BY
Citibank
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 AUG -4 AIO:56

LINDA SLATER
RECORDER
\$ 17.00 PAID BY DEPUTY