

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

ZEPHYR COVE ACCOM

Bank of America  
A.P.W: 05-302-020

Branch P.C.R. #1255  
Address P.O. Box 2314  
City RANCHO CORDOVA  
State CA  
Zip 95670

Loan # 02500119380676998

Reference # 010102-002561513090

Space above this line for Recorder's Use

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

This Deed of Trust is made on SEPTEMBER 22, 2000 by JOSEPH M. BIENZ, JR. AND RITA L. BIENZ, TRUSTEES OF THE BIENZ FAMILY TRUST AGREEMENT DATED MAY 31, 1991

(collectively and individually "Trustor"); Equitable Deed Company ("Trustee"); and the beneficiary, Bank of America, N.A. and ("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 19 IN BLOCK A, AS SHOWN ON THE MAP OF ROUND HILL VILLAGE UNIT NO. 3, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 24, 1965.

with the street address: 477 KENT WAY, ZEPHYR COVE, NV 89448  
and with Parcel No. 05-302-02 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 SEPTEMBER 22, 2000 and naming JOSEPH M. BIENZ, JR. AND RITA L. BIENZ 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 \$24,000.00, 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.

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 07/13/1999, as Instrument No. 472370 in Book/Reel 799 and at Page/Image 2076 of the Official Records of the County Recorder of that county, (which provisions, identical in all counties, are printed on the following pages) hereby and 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 Notices:

Street

City and State

*Joseph M. Bienz, Jr. as Trustee*  
JOSEPH M. BIENZ, JR. AS TRUSTEE OF THE BIENZ FAMILY TRUST  
AGREEMENT DATED MAY 31, 1991

P.O. BOX 748, ZEPHYR COVE, NV 89448

*Rita L. Bienz, as Trustee*  
RITA L. BIENZ, AS TRUSTEE OF THE BIENZ FAMILY TRUST  
AGREEMENT DATED MAY 31, 1991

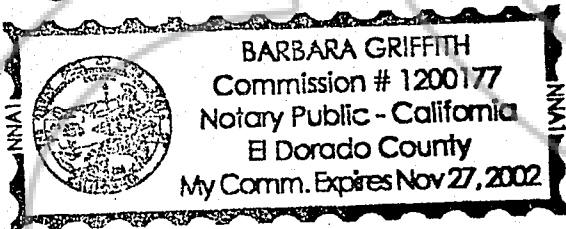
P.O. BOX 748, ZEPHYR COVE, NV 89448

**GENERAL ACKNOWLEDGMENT**

State of Nevada *CALIF.*  
County of *El Dorado*

On this *22<sup>ND</sup>* day of *September*, *2000*, 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, *Joseph M. Bienz, Jr. AND Rita L. Bienz*

~~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.



*Barbara Griffith*  
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

COPY

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

2000 SEP 25 AM 11:48

LINDA SLATER  
RECORDER

\$ 9.00 PAID KS DEPUTY

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BK0900PG4319