

APN: 07-253-200

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

Bank of America 

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

THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION 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.

Loan # 02500184550326998

Reference # 010102-011201546350

84210 DAC

Space above this line for Recorder's Use

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

This Deed of Trust is made on MAY 24, 2001 by JIM JOSEPH CHILDERS AND ROXANA CHILDERS, WHO ARE MARRIED TO EACH OTHER AND L. THOMAS WAGNER, AS TRUSTEE OF THE L. THOMAS WAGNER TRUST DATED APRIL 18, 1994

(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 4 IN BLOCK A OF FOOTHILL ESTATES, DOUGLAS COUNTY, ACCORDING TO THE OFFICE MAP FILED NOVEMBER 13, 1962, IN BOOK 1 OF MAPS AS FILE NO. 21266 IN THE OFFICE OF THE COUNTY RECORDER OF SAID DOUGLAS COUNTY, NEVADA.

with the street address: 266 PLEASANT CIRCLE, STATELINE, NEVADA 89449

and with Parcel No. 7-253-200 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 MAY 24, 2001 and naming JIM JOSEPH CHILDERS AND ROXANA CHILDERS 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 \$15,000.00, 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.

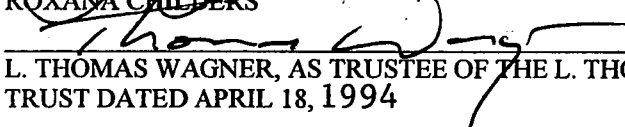
This Deed of Trust will not secure borrowers' obligations under the Agreement in excess of the Total Credit Commitment or Increased Credit Commitment, except for any amounts due to: (a) unpaid interest, or (b) expenses that Bank incurs because obligations of a borrower under the Agreement are not fulfilled (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


 JIM JOSEPH CHILDERS


 ROXANA CHILDERS


 L. THOMAS WAGNER, AS TRUSTEE OF THE L. THOMAS WAGNER TRUST DATED APRIL 18, 1994

Mailing Address for Notices:
 Street City and State

 1015 51ST STREET, SACRAMENTO, CA 95819

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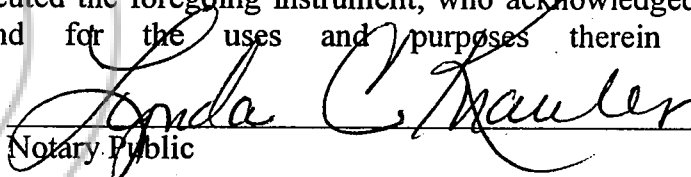
 1015 51ST STREET, SACRAMENTO, CA 95819

CALIFORNIA
 State of Nevada
 County of SACRAMENTO

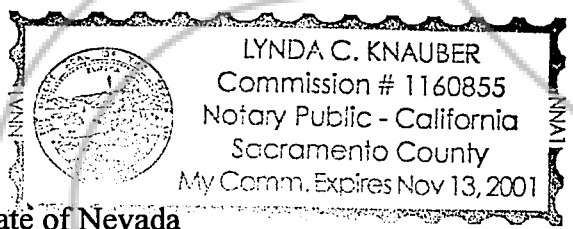
GENERAL ACKNOWLEDGMENT

On this 1ST day of JUNE, 2001, 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, JIM JOSEPH CHILDERS - ROXANA CHILDERS - L. THOMAS WAGNER

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



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

2001 JUN -5 PM 3: 33

LINDA SLATER
RECORDER

\$ ^{9.50} PAID ^{KD} DEPUTY

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