

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

**Bank of America** 

Branch POST CLOSING REVIEW #1255  
Address P.O. BOX 2314  
City RANCHO CORDOVA  
State CA  
Zip 95741  
Loan #: 02502500125836998  
Reference # 010102-020431405540

Space above this line for Recorder's Use

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

This Deed of Trust is made on 15th March, 2002 by GARRY A. FLOWERS, AN UNMARRIED PERSON

(collectively and individually "Trustor"); Equitable Deed Company ("Trustee"); and the beneficiary, Bank of America, N.A. ("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, California described as follows:

LOT 5, BLOCK E, 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, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

with the street address: 669 N MARTIN DRIVE, ZEPHYR COVE, NV 89448  
and with Parcel No. 0000-05-171-040 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 03/15/02 and naming GARRY A. FLOWERS 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 \$ 100,000.00, 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 07/13/99, as Instrument 472370 in Book/Reel and 799 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 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

Garry A. Flowers  
GARRY A. FLOWERS

2405 HUNTINGTON BV SAFETY HARBOR, FL 34695

GENERAL ACKNOWLEDGMENT

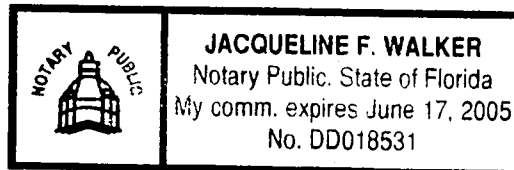
State of ~~California~~ Florida  
County of Pinellas

On March 18, 2002 before me, Jacqueline F. Walker, personally appeared GARRY A FLOWERS

~~NOTE # K 442 281 55 010 0~~ Garry A. Flowers 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.

Signature Jacqueline F. Walker (SEAL)



0539295

BK 0402 PG 03279

COPY

REQUESTED BY

*B. A.*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 APR 12 AM 9:30

LINDA SLATER  
RECORDER

\$ 16 PAID *KJ* DEPUTY

0539295

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