

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



Bank of America

National Trust and Savings Association
Branch CONSUMER LOAN SERVICING #132A
Address P O BOX 2240
City BREA,
State CA
Zip 92622

Loan # 20030-00300-0170000

Reference# 010001-003001441200

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Specs above this line for Recorder's Use

This Deed of Trust is made on January 29, 1997 by
CARL EDWARD HASTINGS AND JOANN PECTOL HASTINGS, WHO ARE MARRIED TO EACH OTHER AS TO PARCELS 1 AND PARCELS 2, HASTINGS AND JOANN P. HASTINGS, WHO ARE MARRIED TO EACH OTHER AS TO PARCELS 2

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-titlholder 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 LINCOLN County, Nevada described as follows:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

with the street address: 115 1ST SOUTH, ALAMO, NV 89001 and with Parcel No. 04-053-05 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 01/29/97 and naming CARL EDWARD HASTINGS AND JOANN PECTOL HASTINGS 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 \$ 20,000.00, 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 LINCOLN County 12/23/95 as Instrument 105633 in Book/Sheet 123 and at Page/Image 52 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.

Torstor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Torstor at the Torstor's address shown below, or if no address is shown, then at the address of the Property.

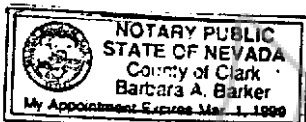
<p>Signature</p> <p><u>Carl Edward Hastings</u> CARL EDWARD HASTINGS</p> <p><u>Joann Pectol Hastings</u> JOANN PECTOL HASTINGS</p> <p><u>Carl E. Hastings</u> CARL E. HASTINGS</p> <p><u>Joan P. Hastings</u> JOAN P. HASTINGS</p>	<p>Mailing Address for Notice:</p> <p>Street _____ City and State _____</p> <p>P.O. BOX 467 ALAMO, NV 89001</p>
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GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Clark

On this 7th day of FEBRUARY, 97, personally appeared before me, a Notary Public for judge or other authorized person, as the case may be) in, and for said County and state, Carl Edward Hastings AKA Carl E. Hastings & Joann Pectol Hastings AKA Joan P. Hastings

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 A. Barker
Notary Public

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF _____

On this _____ day of _____, personally appeared before me, a Notary Public for 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"

A parcel of land situate within Block 56 of ALAMO TOWNSITE, situate within the Southwest Quarter (SW1/4) of Section 5, Township 7 South, Range 61 East, M.D.B.&M., more particularly described as follows:

PARCEL 1

The East one-half (E1/2) of the Southerly One Hundred Sixty Four and one half (164.5) feet of Lot 3 in Block 56 in said town of Alamo, Nevada, bounded and described as follows to-wit:

Beginning at the Southeast corner of Lot 3 in Block 56 of said Town of Alamo, and running thence North along the boundary line between Lot 3 and Lot 4 a distance of 164.5 feet, thence at right angles West 123.75 feet, thence a right angles South 164.5 feet to the South boundary line of said Lot 3 and thence running East 123.75 feet to the point of beginning.

Excepting therefrom that certain parcel of land conveyed by a Deed recorded August 20, 1974 in Book 11 of Official Records, page 197 as File No. 54931, described as follows:

Beginning at the Southeast corner of Lot 3 in Block 56 in said Town of Alamo, and running thence North along the boundary line between Lot 3 and Lot 4 a distance of 164.5 feet, thence at right angles West 73.75 feet, thence at right angle South 164.5 feet to the South boundary line of said Lot 3 and thence running East 73.75 feet to the point of beginning.

PARCEL 2

Beginning at the Southeast Corner of Lot 4, Block 56, the point of beginning, and proceeding North along the boundary line of Lots 3 and 4, Block 56, a distance of 164.5 feet to a point then turning 90° Easterly and proceeding parallel to the South boundary of Lot 4, a distance of 90 feet to a point, then turning 90° Southerly and proceeding parallel to the East boundary of Lot 4, a distance of 164.5 feet, to a point then turning 90° Westerly along the South boundary of Lot 4, a distance of 90 feet to the true point of beginning.

ASSESSOR'S PARCEL NUMBER FOR 1996 - 1997: 04-063-08

COPY

NO. **108185**

Filed And Recorded At Request Of
Cow County Title

Feb. 14, 1997

At 30 Minutes Past 9 O'Clock

a M In Book 26105 Official Records

Page 28 Lincoln County Nevada.

Yeriko Setzer
YERIKO SETZER
County Recorder