

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

**Bank of America**  
National Trust and Savings Association  
Branch CONSUMER LOAN SERVICING #1324  
Address P O BOX 2240  
City BREAS  
State CA  
Zip 92622

Loan # 20030-80425-5956998

Reference# 010301-971531201490

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

Space above this line for Recorder's Use

This Deed of Trust is made on July 21, 1997 by  
FELIX H. MURRIN AND DIANE MURRIN, WHO ARE MARRIED TO EACH OTHER

(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-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 LINCOLN County, Nevada described as follows:

ALL OF THE SOUTH HALF (S1/2) OF LOT NUMBER 15 OF THE HENRY LEE SUBDIVISION IN THE TOWN OF PIOCHE, LINCOLN COUNTY, NEVADA AS SAID LOTS AND BLOCKS ARE PLATTED AND DESCRIBED ON THE OFFICIAL PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE LINCOLN COUNTY RECORDER ON DECEMBER 18, 1908 IN BOOK A OF PLATS, PAGE 33, LINCOLN COUNTY, NEVADA RECORDS.

with the street address: 7 RAILROAD AV, PIOCHE, NV 89043 and with Parcel No. 001-046-03 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 07/21/97 and naming FELIX H. MURRIN AND DIANE MURRIN

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 \$ 35,000.00, 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 12/23/96 as Instrument 106639 in Book/Reel 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.

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

<p>Signature</p> <p><u>Felix H. Murrin</u> FELIX H. MURRIN</p> <p><u>Diane Murrin</u> DIANE MURRIN</p>	<p>Mailing Address for Notice:</p> <p>Street _____ City and State _____</p> <p>P.O. BOX 272 PICCHE, NV 89043</p>
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GENERAL ACKNOWLEDGMENT

STATE OF NEVADA  
COUNTY OF Lincoln

On this 22 day of July 1997, 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, Felix H. Murrin

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.

Alyson Hammond  
Notary Public

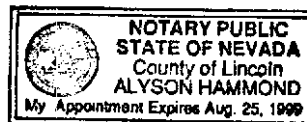
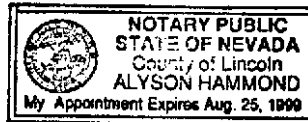
GENERAL ACKNOWLEDGMENT

STATE OF NEVADA  
COUNTY OF Lincoln

On this 22 day of July 1997, 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, Diane Murrin

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.

Alyson Hammond  
Notary Public



BOOK 129 PAGE 291

COPY

NO. **109432**  
Filed And Recorded At Request Of  
COW COUNTY TITLE  
JULY 23, 1997  
At 20 Minutes Past 2 O'Clock  
P M In Book 129 Of Official Records  
Page 290 Lincoln County Nevada.

YURIKO SETZER  
County Recorder  
BY *Leticia Boucher* DEPUTY