

ACC 383

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



Bank of America

National Trust and Savings Association
Branch CONSUMER LOAN SERVICE CENTER
Address P.O. BOX 2240
City BREAA,
State CA
Zip 92822

Loan # 20030-60525-7416998

Reference# 010313-982861301150

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Space above this line for Recorder's Use

This Deed of Trust is made on October 27, 1998 by
FRANK R. CHEENEY AND LORI A. CHEENEY, 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:

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

with the street address: 3 WIDEAWAKE ROAD, PICCHE, NV 89043 and with Parcel No. 01-191-36 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 10/27/98 and naming LORI A. CHEENEY AND FRANK R. CHEENEY 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 \$ 21,600.00, 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 106640 in Book/Reel 123 and at Page/Image 56 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 <u>Lori A. Cheaney</u> <small>LORI A. CHEANEY</small> <u>Frank R. Cheaney</u> <small>FRANK R. CHEANEY</small>	Mailing Address for Notice: Street City and State <u>3 WIDEAWAKE RD PICCHE, NV 89043</u>

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Lincoln

On this 2 day of November, 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, Lori A. Cheaney

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 Hawn
Notary Public

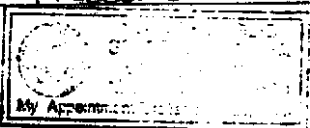
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Alyson Hawn
Notary Public



138 MAR 20 1999

EXHIBIT 'A'

Beginning at the Southeast corner of that certain parcel of land shown as Parcel No. 2 of that certain Parcel Map of the N1/2SE1/4SE1/4SW1/4 of Section 15, T1N., R67E., MDB&M. Prepared at the instance of Vaughn and Donna Phillips, which parcel map was recorded in the office of the County Recorder of Lincoln County, Nevada, on March 5, 1984 in Book A-1 of Plats at page 227, running thence N. 89°56'18" W. along the South line of said parcel 2 a distance of 158.22 feet; thence N. 17°37' E., a distance of 158.775 feet; thence S. 89°55'57" E. a distance of 158.72 feet to the East line of said Parcel 2; thence S. 22°53' W., a distance of 158.92 feet to the point of beginning.

NO. 111878

FILED AND RECORDED AT REQUEST OF

COW COUNTY TITLE

NOVEMBER 18, 1998

AT 25 MINUTES PAST 3 O'CLOCK

PM IN BOOK 138 OF OFFICIAL

RECORDS PAGE 263 LINCOLN

COUNTY, NEVADA

YURIKO SETZER
COUNTY RECORDER

BY Justin Boucher DEPUTY