

Acc 391

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



Bank of America

National Trust and Savings Association
Branch CONSUMER LOAN SERVICING
Address P O BOX 2240
City BREA,
State CA
Zip 92822

Loan # 20030-80531-8896988

Reference# 010321-982920925260

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

Specs above this line for Recorder's Use

This Deed of Trust is made on November 24, 1998 by
MELVIN LEE HIATT AND KATHLEEN MARY HIATT, 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:

PARCEL 43 C, PLAT A, PAGE 481, DOCUMENT NUMBER 105108, IN THE TOWN OF PIOCHE, ALL OF WHICH ARE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN VILLAGE COUNTY, NEVADA.

TOGETHER WITH ANY AND ALL BUILDINGS AND IMPROVEMENTS SITUATED ON ANY OR ALL OF THE ABOVE DESCRIBED PROPERTY AND THE CONTENTS THEREIN.

with the street address: 1 FRANKS ROAD, PIOCHE, NV 89043 and with Parcel No. 001-191-72 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 11/24/98 and naming MELVIN LEE HIATT AND KATHLEEN MARY HIATT 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 \$ 10,000.00, 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 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	Mailing Address for Notice: Street City and State
<u>Melvin Lee Hiatt</u> MELVIN LEE HIATT	1 FRANKS ROAD PICCHE, NV 89043
<u>Kathleen Mary Hiatt</u> KATHLEEN MARY HIATT	
_____	_____
_____	_____
_____	_____

GENERAL ACKNOWLEDGMENT

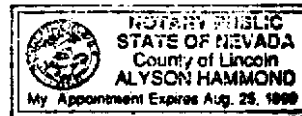
STATE OF NEVADA
COUNTY OF Lincoln

On this 25 day of November, 1998, 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, Melvin Lee Hiatt

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

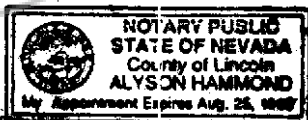
GENERAL ACKNOWLEDGMENT



STATE OF NEVADA
COUNTY OF Lincoln

On this 25 day of November, 1998, 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, Kathleen Mary Hiatt

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

COPY

NO. 111987

FILED AND RECORDED AT REQUEST OF

COW COUNTY TITLE

DECEMBER 9, 1998

AT 12 MINUTES PAST 4 O'CLOCK

PM IN BOOK 138 OF OFFICIAL

RECORDS PAGE 495 LINCOLN

COUNTY, NEVADA.

YURIKO SETZER

BY *[Signature]* COUNTY RECORDER

DEPUTY