

ACC 444

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

Bank of America

National Trust and Savings Association
Branch POST CLOSING REVIEW #1255
Address P.O. BOX 2314
City RANCHO CORDOVA,
State CA
Zip 95741

Loan # 20030-60586-7686998

Reference# 010321-991461620560

991804878 | 95-684

**ACCOMMODATION ONLY
NO LIABILITY ASSUMED**

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

Space above this line for Recorder's Use

This Deed of Trust is made on June 17, 1999 by
EDWARD R. BOYLAN AND NORMA R. BOYLAN, 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: 49 AIRPORT ROAD, PIOCHE, NV 89043 and with Parcel No. 01-191-18 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 06/17/99 and naming NORMA R. BOYLAN AND EDWARD H. BOYLAN 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 \$ 23,000.00, 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.

Lincoln County

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.

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.

Signature

Mailing Address for Notice:
Street City and State

Norma R. Boylan
NORMA R. BOYLAN
Edward R. Boylan
EDWARD R. BOYLAN

49 AIRPORT RD POCHE, NV 89043

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Lincoln

On this 18 day of June, 1999, 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, Norma R. Boylan

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.



Alyce Haum
Notary Public

GENERAL ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF Lincoln

On this 18 day of June, 1999, 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, Edward R. Boylan

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.



Alyce Haum
Notary Public

EXHIBIT "A"

That portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 15, Township 1 North, Range 67 East, M.D.B. & M., described as follows:

Parcel One (1) as shown in Parcel Maps and recorded February 6, 1984 in Book A-1 of Plats, in the Office of the County Recorder of Lincoln County, Nevada on Page 225.

NO. 113000

FILED AND RECORDED AT REQUEST OF

Cow County Title

June 30, 1999

AT 57 WINDY HOLLOW, 2ND FLOOR

PM NOON 142

REGISTRATION NO. 421

BY Jessie Boucher
COUNTY RECORDER