



Office [ CONSUMER LOAN SERVICING #1324 ]  
 Address [ P O BOX 2240 ]  
 City [ BREA ]  
 State [ CA ]  
 Zip [ 92622 ]

Loan #: 20030602937386998

Reference #: 010301-972410858570

M75074-a

(Space Above This Line For Recording Data)

### MODIFICATION OF DEED OF TRUST - MODIFICATION AGREEMENT CREDIT LIMIT INCREASE

This MODIFICATION AGREEMENT is entered into as of 09/10/97, by and between:

TIMOTHY J. MCCARTHY AND LOU ANN C. MCCARTHY, WHO ARE MARRIED TO EACH OTHER

(collectively and individually "Trustor"); EQUITABLE DEED COMPANY ("Trustee"); and BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION ("Bank"), with reference to the following facts:

I. TIMOTHY J. MCCARTHY LOU ANN C. MCCARTHY

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 11/01/95, with an original credit limit of \$ 27,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 11/01/95, which Deed of Trust was recorded on 11/07/95, as Instrument No. 374375, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

1529 DESERT GOLD CT, GARDNERVILLE, NV 89410

and more particularly described as follows: ("Property"):

LOT 4, BLOCK E, AS SHOWN ON THE FINAL MAP OF WILDFLOWER RIDGE, UNIT 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON DECEMBER 19, 1990, IN BOOK 1290, PAGE 2542, DOCUMENT NO. 241309, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY and without liability for the consideration therefor; or as to the validity or sufficiency of said instrument or for the effect of such recording on the title of the property involved.

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II. Borrower has asked Bank to increase the credit limit under the Agreement from \$ 27,000.00 to \$ 45,000.00, and to secure said additional advance and Agreement, as so revised, by this Modification Agreement. Borrower and Bank have amended certain provisions of the Agreement to reflect said increased credit limit and now wish to modify the Deed of Trust to reflect this event.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Trustor and Bank hereby modify and amend the Deed of Trust as follows:

1. As of the date hereof, the second paragraph of the Deed of Trust is revised to reflect the fact that the Agreement is revised to provide for a Total Credit Commitment of \$ 45,000.00, and the Deed of Trust secures to Bank, in addition to the obligations set forth therein, the full repayment of the debt evidenced by the Agreement, as revised to reflect the increased credit limit, together with interest and all applicable fees as calculated under the Agreement.

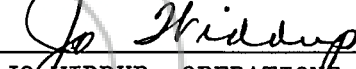
This Modification Agreement shall be deemed to be made under and subject to the laws of the State where the Property is located. Except as herein modified, it is expressly agreed that all of the terms and provisions of the Deed of Trust shall remain in full force and effect. Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust.

  
TIMOTHY J. MCCARTHY

  
LOU ANN C. MCCARTHY

\_\_\_\_\_  
\_\_\_\_\_

As Bank and on Behalf of Trustee:  
BANK OF AMERICA NATIONAL TRUST & SAVINGS  
ASSOCIATION and as an ex-officio agent of  
EQUITABLE DEED COMPANY

By:   
JO WIDDUP, OPERATIONS MANAGER

GENERAL ACKNOWLEDGEMENT

State of ARIZONA  
County of MARICOPA

On 9/9/97 before me, THE UNDERSIGNED, personally appeared  
JO WIDDUP

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten Signature]*



GENERAL ACKNOWLEDGEMENT

State of Nevada  
County of Douglas

On Sept. 10, 1997 before me, Kelly M. Holt, personally appeared  
Timothy J. McCarthy and Lou Ann C. McCarthy

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten Signature: Kelly M. Holt]*



GENERAL ACKNOWLEDGEMENT

State of Nevada  
County of

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'97 SEP 11 P3:13

0421437

LINDA SLATER  
RECORDER

BK0997PG2180

\$ 9.00 PAID [Signature] DEPUTY