



Bank of America

Office [NO. CALIFORNIA LOAN CENTER]
 Address [11080 WHITE ROCK RD]
 City [RANCHO CORDOVA]
 State [CA]
 Zip [95670]

Loan #: 20030603376676998

Reference #: 010321-972721355210

97051879PP

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MODIFICATION OF DEED OF TRUST - MODIFICATION AGREEMENT CREDIT LIMIT INCREASE

This MODIFICATION AGREEMENT is entered into as of 10/15/97, by and between:

BAYNE L. STEVENS AND FRANCES N. STEVENS, WHO ACQUIRED TITLE AS FRANCES
G. STEVENS, 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. FRANCES G. STEVENS BAYNE L. STEVENS

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 05/08/96, with an original credit limit of \$ 50,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 05/08/96, which Deed of Trust was recorded on 05/13/96, as Instrument No. 387744, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

1451 ORCHARD ROAD, GARDNERVILLE, NV 89410

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

PARCEL 4-A AS SET ON THAT CERTAIN PARCEL MAP FOR DUANE D. SOUTHWICK AND TANNY SOUTHWICK BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., FILED FOR RECORD FEBRUARY 5, 1985, IN BOOK 285, PAGE 175, DOCUMENT NO. 113237, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

0424332

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ii. Borrower has asked Bank to increase the credit limit under the Agreement from \$ 50,000.00 to \$ 75,000.00, 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 \$ 75,000.00, 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.

Frances G. Stevens 10/17/97
FRANCES G. STEVENS

Bayne L. Stevens 10-17-97
BAYNE L. STEVENS

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: AE Elkins
AE Elkins

CALIFORNIA

GENERAL ACKNOWLEDGEMENT

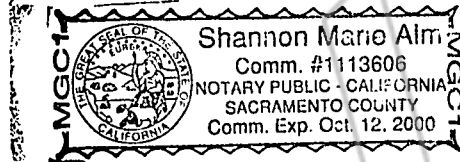
State of ~~Nevada~~
County of SACRAMENTO

On 10-15-97 before me, THE UNDER SIGNED , personally appeared
AE ELKINS

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.

Shannon Marie Alm



GENERAL ACKNOWLEDGEMENT

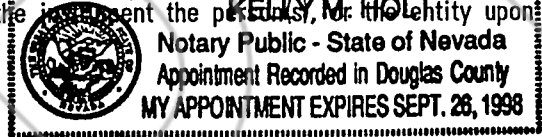
State of Nevada
County of Douglas

On 10-17-97 before me, Kelly M. Holt , personally appeared
Frances G. Stevens and Bayne L. Stevens

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.

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
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 OCT 20 AM 1:07

LINDA SLATER
RECORDER

\$ 9.00 PAID LS DEPUTY

0424332

BK 1097PG3666