

Submitted for Recordation By and Return to



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

Loan #: 20030604212716998

Reference #: 010321-972671326390

97051871

(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 10/07/97, by and between:

TERRY W. FERGES AND PAMELA S. FERGES, WHO ARE MARRIED TO EACH OTHER
AND ALICE M. FERGES, AN UNMARRIED PERSON

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

I. TERRY W. FERGES PAMELA S. FERGES

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 06/28/97, with an original credit limit of \$ 10,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 06/28/97, which Deed of Trust was recorded on 07/10/97 *, as Instrument No. 0416871, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as * in BOOK 797 PAGE 1546

310 ANDRIA DR, STATELINE, NV 89449

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

LOT 29 AS SHOWN ON THE AMENDED MAP OF KINGSBURY VILLAGE SUBDIVISION UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, JULY 10, 1963, DOCUMENT NO. 22952.

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

II. Borrower has asked Bank to increase the credit limit under the Agreement from \$ 10,000.00 to \$ 20,000.00, 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 \$ 20,000.00, 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.

Terry W. Ferges
TERRY W. FERGES

Pamela S. Ferges
PAMELA S. FERGES

Alice M. Ferges
ALICE M. FERGES

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: Jane Mayhugh
Jane Mayhugh

GENERAL ACKNOWLEDGEMENT

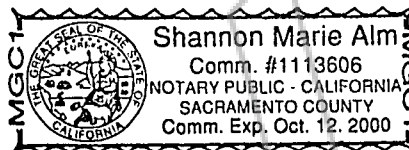
State of Nevada California
County of Sacramento

On 10/7/97 before me, the undersigned, personally appeared
Jane Mayhugh

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

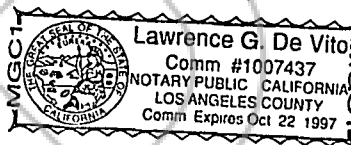
State of Nevada CALIFORNIA
County of LOS ANGELES

On 10/8/97 before me, LAWRENCE G. DEVITO, personally appeared
ALICE M. FERGES

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.

Lawrence G. DeVito



GENERAL ACKNOWLEDGEMENT

State of Nevada
County of Douglas

On 10/13/97 before me, Diana L. Weaver, personally appeared
Terry W. Ferges

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.

Diana L. Weaver

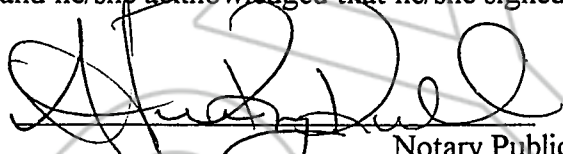


0424500
BK 1097PG4046

State of NV
County of Washoe.

On this 17 day of October, 1997, Pamela S. Ferges personally appeared before me,
 whose identity I verified on the basis of NV Drivers License,
____ who is personally known to me,
____ whose identity I verified on the oath/affirmation of _____,
a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.




Notary Public
My Commission expires: Dec 3, 2000

Attribution Clause: This Acknowledgment Certificate is prepared for, and exclusively belongs to, the accompanying document entitled

Deed of Trust, which consists of 1 page(s) and is dated _____.
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

Copyright 1995 by the Notary Law Institute. Unauthorized reproduction of any kind of this form is strictly prohibited.

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

'97 OCT 21 P3:06

0424500

BK 1097PG4047

LINDA SLATER
RECORDER
\$10.00 PAID KY DEPUTY