



Office [CONSUMER LOAN SERVICING]
Address [P O BOX 2240]
City [BREA]
State [CA]
Zip [92822]

Loan #: 20030603717086998

Reference #: 010321-990130938010

7m 7806 9.70

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MODIFICATION OF DEED OF TRUST - MODIFICATION AGREEMENT
CREDIT LIMIT INCREASE

This MODIFICATION AGREEMENT is entered into as of 01/27/99, by and between:
ANTHONY PRESTIGIACOMO AND MARILYN PRESTIGIACOMO, WHO ARE MARRIED TO
EACH OTHER

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

I. ANTHONY PRESTIGIACOMO MARILYN PRESTIGIACOMO

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 10/07/96, with an original credit limit of \$ 150,000.30. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 10/07/96, which Deed of Trust was recorded on 10/08/96, as Instrument No. 398277, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

2449 GENOA ASPEN DRIVE, GENOA, NV 89411

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

LOT 38, IN BLOCK I, AS SAID LOT AND BLOCK IS SET FORTH ON THE FINAL MAP ENTITLED GENOA LAKES PHASE 1, A PLANNED UNIT DEVELOPMENT, RECORDED MARCH 16, 1993, IN BOOK 393 OF OFFICIAL RECORDS, AT PAGE 3260, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 302137.

4. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 250,000.00, 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 \$ 250,000.00, 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.

Anthony Prestigiacomo
ANTHONY PRESTIGIACOMO

Marilyn Prestigiacomo
MARILYN PRESTIGIACOMO

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: Chester Chu

CHESTER CHU
AUTHORIZED OFFICER

GENERAL ACKNOWLEDGEMENT

State of CALIFORNIA)
County of SACRAMENTO)

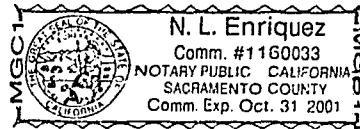
On 1-27-99 before me, THE UNDERSIGNED, personally appeared

*****CHESTER CHU*****

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.

[Signature]



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GENERAL ACKNOWLEDGEMENT

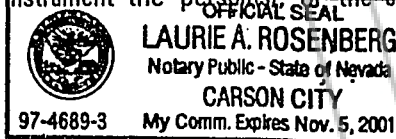
State of Nevada
County of Carson City

On 2-2-99 before me, Marilyn Prestigia Como, 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.

Laurie A. Rosenberg



GENERAL ACKNOWLEDGEMENT

State of ~~Nevada~~ CALIFORNIA
County of ORANGE

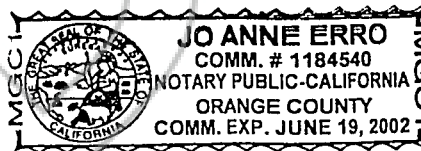
On 2-5-99 before me, Jo Anne Erro, Notary, personally appeared

ANTHONY PRESTIGIA COMO

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.

Jo Anne Erro



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

'99 FEB 11 P3:01

LINDA SLATER
RECORDER
\$9.00 PAID *KZ* DEPUTY

0460980

BK0299PG2508