

99050637-LCP

Submitted for Recordation By and Return to



Office CONSUMER LOAN SERVICE CENTER
Address P.O. BOX 2240
City BREA
State CA
Zip 92822

Loan #: 20030604552536998

Reference #: 010313-990751452420

(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 03/31/99, by and between:
BILL V. STOCKTON AND JULIA A. STOCKTON, 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. JULIA A. STOCKTON BILL V. STOCKTON

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 12/17/97, with an original credit limit of \$ 100,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 12/17/97, which Deed of Trust was recorded on 12/19/97, as Instrument No. 0428842, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

107 SEQUOIA DRIVE, STATELINE, NV 89449

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

COMMENCING AT A POINT OF THE SECTION LINE BETWEEN SECTIONS 23 AND 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., WHICH BEARS NORTH 89 DEGREES 46' WEST A DISTANCE OF 491.40 FEET FROM THE 1/4 CORNER COMMON TO SECTIONS 23 AND 26; THENCE SOUTH 0 DEGREES 08' WEST, A DISTANCE OF 1054.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 08' WEST, A DISTANCE OF 87.85 FEET; THENCE NORTH 89 DEGREES 46' WEST A DISTANCE OF 163.80 FEET; THENCE NORTH 0 DEGREES 08' EAST, A DISTANCE OF 87.85 FEET; THENCE SOUTH 89 DEGREES 46' EAST, A DISTANCE OF 163.80 FEET TO THE TRUE POINT OF BEGINNING. BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M.

0465464

BK0499PG2056

Borrower has asked Bank to increase the credit limit under the Agreement to \$ 150,000.00, 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 \$ 150,000.00, 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.

Julia A. Stockton
JULIA A. STOCKTON

Bill V. Stockton
BILL V. STOCKTON

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: [Signature]

A. WISNER
Authorized Officer

GENERAL ACKNOWLEDGEMENT

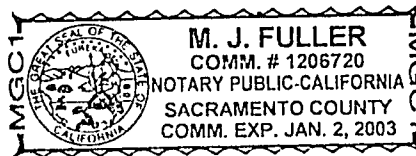
State of Nevada California
County of Sacramento

On 3/31/99 before me, the Undersigned, personally appeared
A. Lagler

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]



0465464

BK 0499PG2057

GENERAL ACKNOWLEDGEMENT

State of Nevada

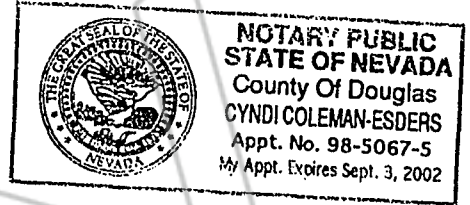
County of

On 4-1-99 before me, THE UNDERSIGNED, personally appeared
BILL J. STOCKTON & JULIA A. STOCKTON

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.

Cyndi Coleman-Esders



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

'99 APR 12 A10:20

LINDA SLATER
RECORDER

\$ 9.00 PAID KJ DEPUTY

0465464

BK0499PG2058