

Submitted for Recordation By and Return to



Office [POST CLOSING REVIEW #1255]
Address [P.O. BOX 2314]
City [RANCHO CORDOVA]
State [CA]
Zip [95741]

Loan #: 20030603235196998

Reference #: 010321-991801557410

81698LCP

(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 07/07/99, by and between:

PETER S. ROTH AND PAULINE H. SHIOTA-ROTH, 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. PETER S. ROTH

PAULINE H. SHIOTA-ROTH

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 03/26/96, 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 03/26/96, which Deed of Trust was recorded on 03/27/96, as Instrument No. 384169, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

BOOK 396, PAGE 4429

402 ELKS AVENUE, ZEPHYR COVE, NV 89448

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

II. 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.

Peter S. Roth
PETER S. ROTH

Pauline H. Shiota-Roth
PAULINE H. SHIOTA-ROTH

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

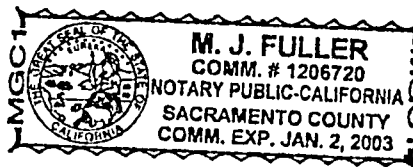
On 7-7-99 before me, THE UNDERSIGNED, personally appeared

*****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.

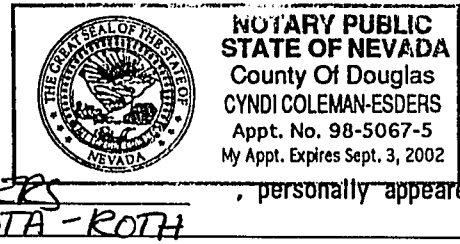
M. J. Fuller



GENERAL ACKNOWLEDGEMENT

State of Nevada
County of DOUGLAS

On JULY 9 before me, Cyndi COLEMAN-ESDERS, personally appeared
PETER S. ROTH & PAULINE H. SHIOTA-ROTH



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.

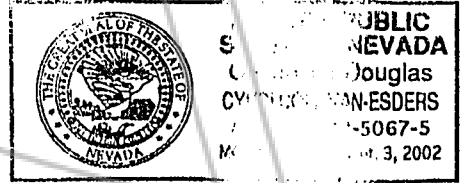
WITNESS my hand and official seal.

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.

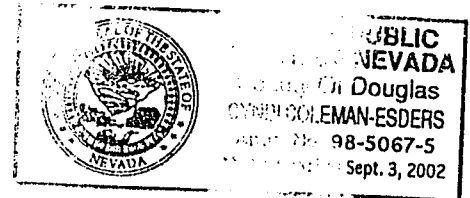
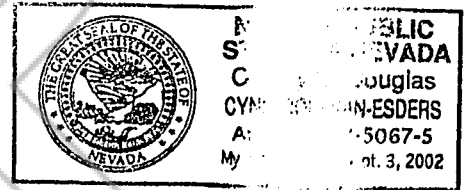


EXHIBIT "A"

Lot 1, of THE ELKS SUBDIVISION, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 5, 1927, and as shown on Amended Plat of THE ELKS SUBDIVISION, filed for record on January 5, 1928; and as shown on the Second Amended Plat of THE ELKS SUBDIVISION, filed for record on June 5, 1952, in Book 1 of Maps, Document No. 8537, all filed for record in the office of the County Recorder of Douglas County, State of Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of Lot Number 1, as laid down upon the Map hereinafter described and running thence Southwesterly along the Northwesterly line of said Lot Number 1 and the projection of the last named line, a distance of 170 feet;

thence at a right angle Southeasterly, a distance of approximately 60 feet to the Southerly line of Section 15, Township 13 North, Range 18 East, M.D.B. & M.;

thence Easterly along said last named line to intersection with the Southwesterly lines of Elks Avenue, as laid down on the Map hereinafter described;

thence Northwesterly along the said Southwesterly line of Elks Avenue to the POINT OF COMMENCEMENT.

EXCEPTING THEREFROM the Northwesterly 5 feet by 170 feet of Lot Number 1, as conveyed by Deed recorded November 19, 1951, in Book A-1 of Deeds and Page 17, Document No. 8278, of Douglas County, Nevada Records.

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

'99 JUL 15 P12:33

0472492

BK0799PG2503

LINDA SLATER
RECORDER
\$10 PAID *K2* DEPUTY