



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

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FIRST AMERICAN TITLE CO.

Loan #: 20030604456686998

Reference #: 010321-991941202370

999-15705-LRM

(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 07/22/99, by and between:
PAUL M. WATSON AND VIVIAN L. WATSON, 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. PAUL M. WATSON VIVIAN L. WATSON

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 10/27/97, with an original credit limit of \$ 25,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 10/27/97, which Deed of Trust was recorded on 10/28/97, as Instrument No. 424991, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

1734 SUNSET COURT, GARDNERVILLE, NV 89410

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

LOT 6, IN BLOCK A, AS SHOWN ON THE MAP OF PONDEROSA SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 28, 1995, BOOK 495, AT PAGE 4110, AS DOCUMENT NO. 361181.

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II. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 40,000.00, 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 \$ 40,000.00, 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.

Paul M. Watson
PAUL M. WATSON
Vivian L. Watson
VIVIAN L. WATSON

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

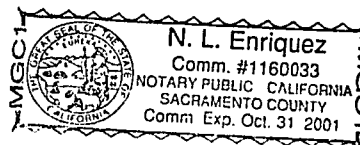
State of CALIFORNIA
County of SACRAMENTO

)
)

On 7-22-99 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.



GENERAL ACKNOWLEDGEMENT

State of Nevada

County of Douglas

On July 26, 1999 before me,

MARY MCKENZIE
Paul M. Watson

, 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.

Mary McKenzie

GENERAL ACKNOWLEDGEMENT

State of Nevada

County of Douglas

On July 26, 1999 before me,

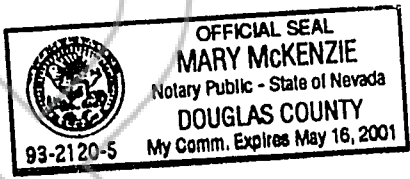
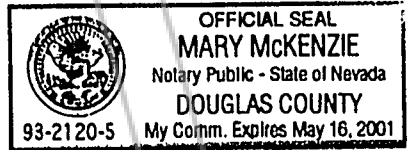
MARY MCKENZIE
Vivian L. Watson

, 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.

Mary McKenzie



REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 JUL 29 P3:09

LINDA SLATER
RECORDER

\$ 9.00 PAID DR DEPUTY

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