



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

Loan #: 20030603135936998

Reference #: 010321-992171353230

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FIRST AMERICAN TITLE CO.

1999-16657-LRM

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MODIFICATION OF DEED OF TRUST - MODIFICATION AGREEMENT
CREDIT LIMIT INCREASE

This MODIFICATION AGREEMENT is entered into as of 08/13/99, by and between:

BRADLEY R. BENNETT AND DIANE C. BENNETT, 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. BRADLEY R. BENNETT DIANE C. BENNETT

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 02/20/96, with an original credit limit of \$ 20,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 02/20/96, which Deed of Trust was recorded on 02/21/96, as Instrument No. 381719, Official Records of the County Recorder of DOUGLAS County, State of Nevada, and which Deed of Trust encumbers real property commonly known as

1005 TUMBLEWEED COURT, GARDNERVILLE, NV 89410

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

LOT 13, AS SAID LOT IS SHOWN ON THE MAP OF THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 30, 1964, IN BOOK 1 OF MAPS, AT PAGE 40, AS FILE NO. 26665.

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II. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 50,000.00, 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 \$ 50,000.00, 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.

Bradley R. Bennett
BRADLEY R. BENNETT

Diane C. Bennett
DIANE C. BENNETT

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. WAGNER
Authorized Officer

GENERAL ACKNOWLEDGEMENT

State of ~~Nevada~~ California
County of Sacramento

On 2/13/99 before me, The Undersigned, personally appeared
A. Wagner

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.
Jayne M. Lopez



GENERAL ACKNOWLEDGEMENT

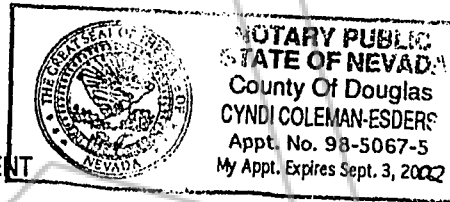
State of Nevada
County of

On AUG. 16, 1999 before me, CYNDI COLEMAN-ESDERS, personally appeared
BRADLEY R. BENNETT & DIANE C. BENNETT

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.

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REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 AUG 24 AM 11:13

LINDA SLATER
RECORDER

\$ 9.00 PAID [Signature] DEPUTY

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