

A.P.N. 1220-16-210-006

Submitted for Recordation By and Return to



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Office POST CLOSING REVIEW #1255

Address P.O. BOX 2314

City RANCHO CORDOVA

State CA

Zip 95741

Loan #: 02500175588286998

Reference #: 010113-002281504370

(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 08/29/00, by and between:

RUSSELL E. GARVIN AND KIMBERLY A. GARVIN, WHO ARE MARRIED TO EACH OTHER

(collectively and individually "Trustor"); EQUITABLE DEED COMPANY ("Trustee"); and the beneficiary, BANK OF AMERICA, N.A. ("Bank"), with reference to the following facts:

I. KIMBERLY A. GARVIN RUSSELL E. GARVIN

(collectively and individually "Borrower") executed an EQUITY MAXIMIZER Agreement and Disclosure Statement ("Agreement") dated 03/07/95, with an original credit limit of \$ 21,000.00. Borrower's prompt and due performance under the terms of the Agreement is secured by a deed of trust ("Deed of Trust") dated 03/07/95, which Deed of Trust was recorded on 03/08/95, as Instrument No. 357494, Official Records of the County Recorder of DOUGLAS County, State of California, and which Deed of Trust encumbers real property commonly known as

1224 KINGSTON WAY, GARDNERVILLE, NV 89410

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

LOT 3, BLOCK G, AS SAID LOT AND BLOCK ARE SHOWN ON THE AMENDED MAP OF RANCHO ESTATES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 30, 1972, IN BOOK 1072, PAGE 642, DOCUMENT NO. 62493.

- II. Borrower has asked Bank to increase the credit limit under the Agreement to \$ 48,000.00 , 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.
- III. Bank of America, N.A., formerly Bank of America NT&SA., formerly Security Pacific Bank National Bank.

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 \$ 48,000.00 , 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.

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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.

Kimberly A. Garvin
KIMBERLY A. GARVIN

Russell E. Garvin
RUSSELL E. GARVIN

As Bank and on Behalf of Trustee:
BANK OF AMERICA, N.A. and as and
ex-officio agent of EQUITABLE DEED
COMPANY

By:

Marc Alviso

MARC ALVISO
AUTHORIZED OFFICER

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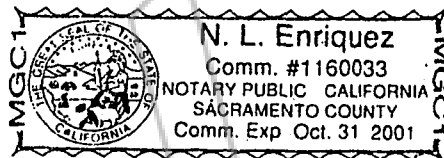
GENERAL ACKNOWLEDGEMENT

State of California)
County of SACRAMENTO)

On 8/29/2000 before me, THE UNDERSIGNED, personally appeared
***** MARC ALVISO *****

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.



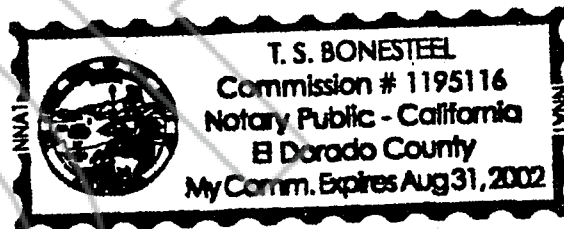
GENERAL ACKNOWLEDGEMENT

State of California)
County of)

On Aug 30 2000 before me, T. S. Bonesteel, personally appeared
RUSSELL F GARVIN AND
KIMBERLY A GARVIN

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 California)
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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COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 SEP -5 AM 11:25

LINDA SLATER
RECORDER

\$ 11⁰⁰ PAID KJ DEPUTY

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