

Assessor Parcel No(s): 05-172-380

WHEN RECORDED MAIL TO:

Bank of America, Post Closing Review #1255
CA3-701-02-25
P.O. Box 2314
Rancho Cordova, CA 95741

2000-37367-5CC

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 29, 2000, is made and executed between JOHN LEE SMITH, AN UNMARRIED PERSON ("Grantor") and Bank of America, N.A.; c/o Nevada Main Office; 300 S. 4th Street; 2nd Floor Executive Office; Las Vegas, NV 85101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 15, 1999 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

DATE RECORDED: MAY 13, 1999 IN BOOK 599, PAGE 2491 AS DCOUMENT #467922.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 637 ZEPHYR HEIGHTS DR, ZEPHYR COVE, NV 89448-2420.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

THE PRINCIPAL AMOUNT SECURED BY THE DEED OF TRUST IS CHANGED TO \$375000 AND THE MATURITY DATE IS CHANGED TO DECEMBER 29, 2025.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MISCELLANEOUS. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supersede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification, or Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the State as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement..

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor who signs this Modification but does not execute the Note or the Credit Agreement ("Non-borrower Grantor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's interest in the Property under the terms of this security instrument; (b) is not by signing becoming personally obligated to pay the Note or the Credit Agreement; and (c) agrees that without such Non-borrower Grantor's consent, Lender and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor who is not in title to the Property and who signs this Modification: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the above real property; (b) is not by signing becoming personally obligated to pay the Note or the Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

805181010X8

Account Number 68180201592299

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MODIFICATION OF DEED OF TRUST
(Continued)

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or signing spouse of a Grantor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the Indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Modification or the Deed of Trust and apply only to the extent permitted by applicable law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 29, 2000.

GRANTOR:

X [Signature]
JOHN LEE SMITH, Individually

LENDER:

X E Tanaka
Authorized Officer
E. TANAKA

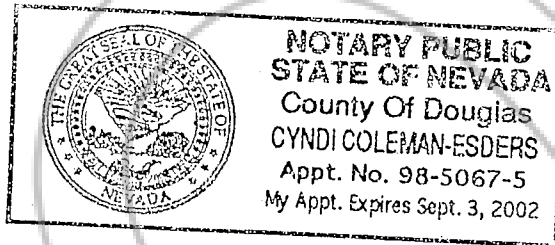
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 12-29-2000

by JOHN LEE SMITH.
[Signature]
(Signature of notarial officer)

Notary Public in and for State of NEVADA



(Seal, if any)

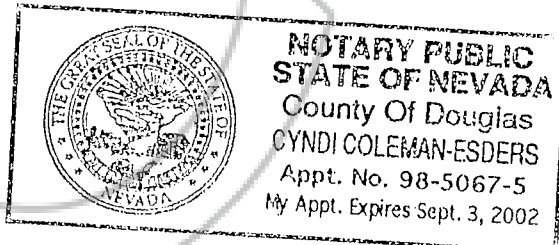
LENDER ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 12-29-2000
as designated agent of Bank of America, N.A..

by E TANAKA
[Signature]
(Signature of notarial officer)

Notary Public in and for State of NEVADA



(Seal, if any)

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EXHIBIT "A"

Lot 9, in Block F, as shown on the Map of ZEPHYR HEIGHTS SUBDIVISION NO. 5, filed in the Office of the County Recorder on June 7, 1955 in Book 1 of Maps, as Document No. 10442, of Official Records of Douglas County, State of Nevada.

EXCEPTING THEREFROM all that portion of Lot 9, Block F, as shown on that certain map entitled ZEPHYR HEIGHTS NO. 5, filed for record on June 7, 1955, as Document No. 10442, more particularly described as follows:

BEGINNING at the most Easterly corner of said Lot 9; thence South $67^{\circ}32'32''$ West, 10.51 feet; thence North $03^{\circ}00'39''$ West, 31.57 feet; thence South $22^{\circ}27'28''$ East, 29.77 feet to the POINT OF BEGINNING.

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

2001 JAN -8 AM 11: 25

LINDA SLATER
RECORDER

\$ ^{9.00} PAID *KJ* DEPUTY

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