

Assessor Parcel No(s): 1220-24-201-045

✓ **WHEN RECORDED MAIL TO:**

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

#36454

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 30, 2001, is made and executed between GARY A ROSENQUIST AND CAROL P ROSENQUIST, MARRIED TO EACH OTHER ("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 September 5, 1996 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

DATE RECORDED: SEPTEMBER 9, 1996 UNDER INSTRUMENT #395993 BOOK 0996 PAGES 0880-0884.

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

PARCEL 4 OF THAT CERTAIN PARCEL MAP FOR NEVADA JOHNSON, INC., RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 27, 1995, IN BOOK 395, PAGE 4055, DOCUMENT NO. 358785, OFFICIAL RECORDS.

The Real Property or its address is commonly known as 1878 ARABIAN LN, GARDNERVILLE, NV 89410-7844.

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

THE PRINCIPAL AMOUNT SECURED BY THE DEED OF TRUST IS CHANGED TO \$65,000.00 AND THE MATURITY DATE IS CHANGED TO JANUARY 30, 2026.

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,

Account Number 68180200725899

0508420

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COPY

REQUESTED BY

*BofA*

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 FEB -9 AM 10: 05

LINDA SLATER  
RECORDER

\$ 9.00 PAID *KJ* DEPUTY

0508420

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