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AFTER RECORDED RETURN TO:
Bank of America, N.A.
9000 Southside Blvd., Bldg. 700 (CONSTRUCTION)
Jacksonville, FL 32256

Prepared by:
Robertson & Anschutz
2425 West Loop South, Suite 800
Houston, Texas 77027-4207
(713)871-9600

PARCEL NUMBER: 1320-30-411-014
LOAN NUMBER: 6329493644

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

The State of Nevada

§

KNOW ALL MEN BY THESE PRESENTS:

County of Douglas

§

Recitals

This agreement is made on January 1, 2002, between Carol Coats and David Wasick, husband and wife, (herein "Borrower") and Bank of America, N.A., (herein "Lender"), whose loan servicing address is P.O. Box 35140, Louisville, KY 40232, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on May 18, 2001, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$275,000.00, said Security Instrument having been recorded in/under Document No. 514473 of the Official Records of Real Property of Douglas County, Nevada, covering property described as follows:

**SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES**

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

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The Note shall be and hereby is amended as follows:

The beginning date for monthly payments of principal and interest set forth in paragraph 3, is changed from **April 1, 2002 to February 1, 2002.**

The Maturity Date is changed from **March 1, 2032 to January 1, 2032.**

The Addendum or Rider to Note shall be and hereby is amended as follows:

The "Rollover Date" as defined therein is changed from **March 1, 2002 to January 1, 2002.**

The Security Instrument shall be and hereby is amended as follows:

Reference to the maturity date of the debt secured by the Security Instrument is changed from **March 1, 2032 to January 1, 2032.**

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank of America, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 8th day of Jan. 2002 to be effective **January 1, 2002.**

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[Signature]
Carol Coats -Borrower

[Signature]
David Wasick -Borrower

-Borrower

-Borrower

Individual Acknowledgment

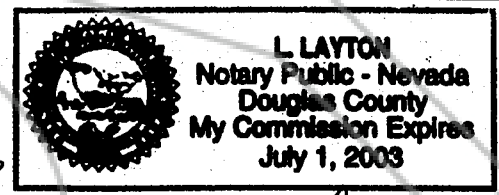
STATE OF NEVADA, Douglas County ss:
This instrument was acknowledged before me on Jan. 8, 2002 by Carol Coats and David Wasick, husband and wife.

My Commission Expires: 7-1-03

[Signature]

Notary Public

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
Bank of America, N.A.



Witnesses

By: Eileen M Fowles
Name: Eileen M. Fowles
Title: Vice President

[Signature]
[Signature]

Witnesses

Corporate Acknowledgment

State of Texas
County of Dallas

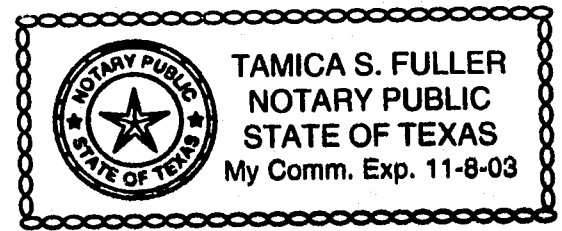
The foregoing instrument was acknowledged before me this 10th day of January 2002 by Eileen M. Fowles, Vice President of Bank of America, N.A., on behalf of the said corporation.

My commission expires:

[Signature]

Notary Public

AFTER RECORDED RETURN TO:
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9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256



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LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Southwest one-quarter (SW1/4) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northeast corner of Parcel 3 as shown on the Parcel Map for Westwood Village No. 5 recorded January 8, 1999 in the Douglas County Recorder's Office as Document No, 458337;

thence along the Southerly right-of-way of Mahogany Drive, North $68^{\circ}09'00''$ West, 183.16 feet to the POINT OF BEGINNING;

thence South $35^{\circ}20'57''$ West, 161.98 feet;

thence North $35^{\circ}09'00''$ West, 43.00 feet;

thence North $45^{\circ}37'32''$ West, 71.27 feet;

thence North $41^{\circ}38'53''$ West, 168.98 feet;

thence North $38^{\circ}25'00''$ West, 36.94 feet to the Southeast corner of Parcel 1 as shown on said Parcel Map;

thence along the Easterly line of said Parcel 1, North $54^{\circ}55'15''$ East, 208.53 feet;

thence along the Westerly right-of-way of Mahogany Drive, South $00^{\circ}49'00''$ West, 49.60 feet;

thence continuing along said Westerly and Southerly right-of-ways of Mahogany Drive along the arc of a curve to the left having a radius of 180.00 feet, central angle of $68^{\circ}58'00''$, and arc length of 216.67 feet;

thence continuing along said Southerly right-of-way of Mahogany Drive, South $68^{\circ}09'00''$ East, 23.41 feet to the POINT OF BEGINNING.

The Basis of Bearing of this description is South $68^{\circ}09'00''$ East, the centerline of Mahogany Drive as shown on Westwood Village No. 4 recorded September 29, 1992 in the Douglas County Recorder's Office as Document No. 289447.

Said premises further imposed on that certain Record of Survey filed for record on March 15, 2001, Book 301 of Official Records, Page 3779 as Document No. 510487.

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LEGAL DESCRIPTION - continued

Assessor's Parcel No. 1320-30-411-014

EXCEPTING THEREFROM: all that portion of said land thereof, if any, lying below the natural ordinary high water line of CARSON RIVER.

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 15, 2001, AS FILE NO. 510488, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

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REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 FEB 20 PM 3: 20

LINDA SLATER
RECORDER

\$18⁰⁰ PAID *KJ* DEPUTY

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