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## MODIFICATION OF DEED OF TRUST AND DEED OF RECONVEYANCE

THIS AGREEMENT, by and between Michael E. McCormick and Toni E. McCormick, husband and wife, hereinafter referred to as "TRUSTOR", CITIMORTGAGE, INC. hereinafter referred to as "TRUSTEE" and hereinafter referred to as "BENEFICIARY",

## WITNESSETH

WHEREAS, on June 2, 1999 (Assignment recorded July 12, 1999) TRUSTOR did make, execute, and deliver to TRUSTEE that certain Deed of Trust recorded June 9, 1999 as Document No. 469956 assignment 472254 Official Records of Douglas County, of beneficiary and covering the following described property:

See attached Exhibit "A" for legal description (current)

AND WHEREAS, the parties hereto desire to modify and supplement said Deed of Trust to modify the legal description.

NOW THEREFORE, for value received, the parties hereto do hereby modify and supplement said Deed of Trust to provide that the legal description therein shall read as follows:

See attached exhibit "B" for new legal description

TRUSTOR does hereby grant and convey the last above described real property to Trustee under said Deed of Trust together with power of sale and subjects to each and all of the terms and conditions of said Deed of Trust, including this modification and supplement thereto.

BENEFICIARY AND TRUSTEE do hereby reconvey, without warranty, to the person or persons legally entitled thereto all estate in and to any portion of the first above described real property, which is not included within the last above described real property.

**057**0966 BK 0303 PG 10653 IT IS FURTHER AGREED, by and between the parties hereto that in all other respects not inconsistent herewith the terms of said Deed of Trust which is incorporated herein by reference thereto shall remain in full force and effect and be binding hereon.

Said Deed of Trust as herein modified and supplemented shall constitute one Deed of Trust.

Trustee is hereby authorized and directed to endorse a memorandum hereof upon said Deed of Trust and promissory note.

This agreement shall inure to and bind heirs, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this <u>28</u> day of <u>February</u>, 2003.

TRUSTOR:

RY

(Mortgagors signature)

Michael E. McCormick

W. E. Milosmick (Mortgagors signature)

Toni E. McCormick

SUB TRUSTEE: CITIMORTGAGE, INC

<u>B</u>Y: `

BY: Sally A./Hoffmayn, Ass't V.P.

Den's Picard, Ass't Sec'y

CITIMORTGAGE, INC. F/K/A
BENEFICIARY: CITICORP MORTGAGE, INC.

Sally A Hoffmann Ass't V.P.

Sally A. Hoffmann, Ass't V.P

Denis Picard, Ass't Sec'y

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REAL

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STATE OF MISSOURI

)SS.

COUNTY OF ST. LOUIS

I, Judith A. Travis, a Notary Public in and for the Jurisdiction aforesaid, do hereby certify that Sally A. Hoffmann and Denis Picard, Assistant Vice President and Assistant Secretary who are personally well known to me as the persons named as attorney-in-fact in the foregoing and annexed instrument bearing date of March 6, 2003, personally appeared before me and by virtue of the authority invested in them as attorney-in-fact acknowledged the same to be the act and deed of CitiMortgage, Inc. a Delaware (corporation) and delivered the same as such.

GIVEN under my hand and seal this 6th day of March 2003.

Notary Public

Judith A. Travis

My Commission expires:

**BEAL** 

JUDITH A. TRAVIS
Notary Public - Notary Seal
Stand of Missouri
County of Franklin
My Commission Exp. 06/02/2006

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## EXHIBIT "A" Legal Description

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

All that portion of the Southwest Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 20 East, M.D.B. & M., that is described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 35; thence South 0°00'42" East, a distance of 508.90 feet to the TRUE POINT OF BEGINNING; continuing

South 0°00'42" East, a distance of 680.17 feet;

thence South 89°58'36" West, a distance of 509.99;

thence North 0°01'21" West, a distance of 169.07 feet;

thence North 89°58'36" East, a distance of 82.19 feet;

thence North 0°00'42" West, a distance of 511.10 feet;

thence North 89°58'36" East, a distance of 427.93 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion of the Southwest one-quarter of the Northwest one-quarter of Section 35, Township 14, North, Range 20 East, M.D.B. & M., Douglas County, Nevada, described as follows:

COMMENCING at the Northeast corner of the Southwest one-quarter of the Northwest one-quarter of said Section 35;

thence South 0°00'42" East, 508.90 feet to the TRUE POINT OF BEGINNING, said point being identical with that described in the Deed from Walter A. Downs, Sr., and Bessie M. Downs to Jerrold O. Lowry and Ida Lowry, dated July 1, 1965;

thence continuing South 0°00'42" East, 30.00 feet;

thence North 89°58'36" West, 125.46 feet;

thence South 0°00'42" East, 173.60 feet;

thence North 89°58'36" West, 302.43 feet;

thence North 0°01'21" West, 203.60 feet;

thence South 89°58'36" East, 427.93 feet to the TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed, recorded in the office of the County Recorder of Douglas County, Nevada on February 9, 1990, in Book 290, Page 1281, as Document No. 219894, of Official Records.

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## Legal description for Adjusted APN 1420-35-201-17

January 31, 2003

A Parcel being located within a portion of Section 35, Township 14 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being further described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 35, thence South 00° 00' 42" East, 538.90 feet on the centerline of Esaw Street, thence South 89° 56' 36" West, 25.00 feet to the westerly right-of-way of Esaw Street, to a point at the northeast corner of said parcel, being the TRUE POINT OF BEGINNING:

thence on the westerly right-of-way of Esaw Street South 00° 00' 42" East, 592.79 feet;

thence leaving said right-of-way South 89° 58' 36" West, 267.05 feet;

thence South 00° 01' 21" East, 143.45 feet;

thence on a tangent 20.00 foot radius curve to the left, through a central angle of 90° 00' 03", an arc length of 31.42 feet to the northerly right-of-way of Downs Street;;

thence on the northerly right-of-way of Downs Street South 89° 58' 36" West, 238.00 feet;

thence leaving said right-of-way North 00° 01' 21" West, 276.15 feet;

thence North 89° 58' 36" East, 82.19 feet;

thence North 00° 00' 42" West, 306.49 feet;

thence North 89° 58' 36" East, 302.42 feet;

thence North 00° 00' 42" West, 173.60 feet;

thence North 89° 58' 36" East, 100.46 feet to the right-of-way of Esaw Street to the TRUE POINT OF BEGINNING;

Containing 5.31 acres, more or less, along with and subject to all easements, whether of record or not.

Basis of Bearing: (North 00° 00' 42" West), per document recorded in the Douglas County Recorder's Office as Document Number 219894.

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