

Assessor Parcel No(s): 1420-07-210-006

**WHEN RECORDED MAIL TO:**

Bank of America Consumer Collateral Tracking, FL9-700-04-11  
9000 Southside Blvd, Bldg 700  
Jacksonville, FL 32256

**SEND TAX NOTICES TO:**

RONALD JOSEPH MOGAB; LORRAINE GAIL PEET MOGAB;  
and THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET  
MOGAB REVOCABLE TRUST DATED JUNE 22, 1992.  
805 PAWNEE ST  
CARSON CITY, NV 89705-6939

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated May 30, 2003, is made and executed between RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB, TRUSTEES OF THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992. ("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 30, 2003 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

BOOK 103 PAGE # 8525 RECORDED 01/22/2003.

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 805 PAWNEE ST, CARSON CITY, NV 89705-6939.

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

THE PRINCIPAL AMOUNT SECURED BY THE MODIFICATION OF DEED IS CHANGED FROM \$281,000.00 TO \$322,000.00. THE MATURITY DATE DESCRIBED IN THE DEED IS CHANGED TO 05/30/2028.

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 supercede 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 States 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 or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor'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 Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor 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").

0580943

BK0603PG11660



MODIFICATION OF DEED OF TRUST  
(Continued)

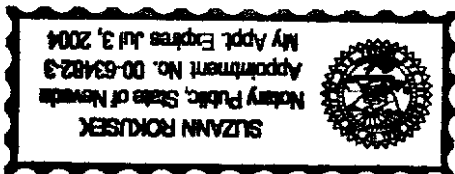
Loan No: 68181001941399

Page 3

TRUST ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Carson )

This instrument was acknowledged before me on June 2, 2003 by RONALD JOSEPH MOGAB, Trustee and LORRAINE GAIL PEET MOGAB, Trustee of THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992., as designated trustees of THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992..



(Seal, if any)

(Signature of notarial officer)

Notary Public in and for State of Nevada

LENDER ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Carson )

This instrument was acknowledged before me on June 2, 2003 by Suzann Rokusek as designated agent of Bank of America, N.A..



(Seal, if any)

(Signature of notarial officer)

Notary Public in and for State of Nevada

0580943

BK0603PG11662

## **Exhibit A (Legal Description)**

---

All that certain parcel of land lying and being situated in the County of DOUGLAS, State of NV,  
to-wit:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OR PORTION OF LAND SITUATE,  
LYING AND BEING WITHIN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF  
SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS  
COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 1 AND 2 ARE SHOWN ON THE MAP OF VALLEY VIEW  
SUBDIVISION, UNIT 3 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON THE  
AFORESAID MAP WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE  
ALONG THE WEST LINE OF SAID PARCELS 1 AND 2 NORTH  $00^{\circ} 10' 45''$  EAST A  
DISTANCE OF 207.62 FEET; THENCE LEAVING SAID LINE NORTH  $89^{\circ} 51' 15''$  EAST A  
DISTANCE OF 135.49 FEET; THENCE SOUTH  $00^{\circ} 10' 45''$  WEST A DISTANCE OF 57.60  
FEET; THENCE NORTH  $89^{\circ} 51' 15''$  EAST A DISTANCE OF 101.00 FEET TO A POINT  
ON THE EAST LINE OF AFORESAID LOT 1; THENCE ALONG SAID SOUTH EAST  
LINE SOUTH  $00^{\circ} 10' 45''$  WEST A DISTANCE OF 148.69 FEET TO THE SOUTHEAST  
CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH  
 $89^{\circ} 31' 56''$  WEST A DISTANCE OF 236.50 FEET TO THE TRUE POINT OF BEGINNING.

ALL THAT CERTAIN LOT, PIECE OR PARCEL OR PORTION OF LAND SITUATE,  
LYING AND BEING WITHIN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF  
SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS  
COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOTS 1 AND 2 AS SHOWN ON THE MAP OF VALLEY VIEW  
SUBDIVISION, UNIT 3 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 AS SHOWN ON THE  
AFORESAID MAP, THENCE ALONG THE WEST LINE OF SAID PARCELS 1 AND 2  
NORTH  $00^{\circ} 10' 45''$  EAST A DISTANCE OF 207.62 FEET TO THE TRUE POINT OF  
BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH  $00^{\circ} 10' 45''$  EAST A

Order Number: 1439697

Customer Reference Number: 033629141742

0580943

BK0603PG11663

DISTANCE OF 158.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89° 49' 15" EAST A DISTANCE OF 216.49 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WHICH HAS A CENTRAL ANGLE OF 90° 00' 00", A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND WHOSE CHORD BEARS SOUTH 44° 49' 15" EAST A DISTANCE OF 28.28 FEET; THENCE ALONG THE EAST LINE OF SAID LOTS 1 AND 2 SOUTH 00° 10' 45" WEST A DISTANCE OF 194.69 FEET; THENCE LEAVING SAID LINE SOUTH 89° 51' 15" WEST A DISTANCE OF 101.00 FEET; THENCE NORTH 00° 10' 45" EAST A DISTANCE OF 57.60 FEET; THENCE SOUTH 89° 51' 15" WEST A DISTANCE OF 135.49 FEET TO THE TRUE POINT OF BEGINNING.

Tax Map Reference: 1420-07-210-006

Being that parcel of land conveyed to RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB, TRUSTEES OF THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992. from JAMES V. WOOD AND REBECCA M. WOOD, HUSBAND AND WIFE by that deed dated 03/15/1993 and recorded 03/16/1993 in deed book 393, at page 3205 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to **RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB, TRUSTEES OF THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992** from RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB, TRUSTEES OF THE RONALD JOSEPH MOGAB AND LORRAINE GAIL PEET MOGAB REVOCABLE TRUST DATED JUNE 22, 1992 by that deed dated 07/27/1995 and recorded 07/31/1995 in deed book 795, at page 4770 of the DOUGLAS County, NV Public Registry.

Order Number: 1439697  
Customer Reference Number: 033629141742

REQUESTED BY  
*B of A*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 JUN 23 PM 2: 01

WERNER CHRISTEN  
RECORDER

PAID *18* *KJ* DEPUTY

0580943  
BK0603PG11664