

43

Assessor Parcel No(s): 1420-28-211-C02

REQUESTED BY
B & A
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
2003 SEP -9 AM 11:34
WERNER CHRISTEN
RECORDER
\$43⁰⁰ PAID K 2 DEPUTY

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:

RICHARD TURNBOW
TRICIA TURNBOW
1286 SIESTA CT
MINDEN, NV 89423-7820

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 3, 2003, is made and executed between RICHARD TURNBOW AND TRICIA A TURNBOW, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, WHO RESIDE AT 1286 SIESTA CT, MINDEN, NV 89423 ("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 October 10, 2001 (the "Deed of Trust") which has been recorded in DOUGLASS County, State of Nevada, as follows:

10/23/2001, BOOK 1001, PAGE 7523.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLASS 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 1286 SIESTA CT, MINDEN, NV 89423-7820.

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

THE PRINCIPAL AMOUNT SECURED BY THE DEED OF THE TRUST IS CHANGED FROM \$100,000 TO \$160,000. THE MATURITY DATE DESCRIBED IN THE MORTGAGE IS CHANGED TO 07/03/2028.

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 endorers 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").

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 68181001455999

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse'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 any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, 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 Security Instrument or any of the Related Documents 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 JULY 3, 2003.

THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X [Signature]
RICHARD TURNBOW, Individually

(Seal)

X [Signature]
TRICIA TURNBOW, Individually

(Seal)

LENDER:

X [Signature]
Authorized Officer
Priscilla Conception

(Seal)

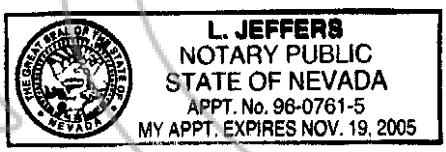
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NV)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 7-30-03 by RICHARD TURNBOW and TRICIA TURNBOW.

[Signature]
(Signature of notarial officer)
Notary Public in and for State of NV

(Seal, if any)



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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 68181001455999

LENDER ACKNOWLEDGMENT

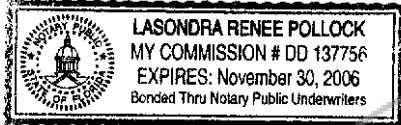
STATE OF Florida)
) SS
COUNTY OF Broward)

This instrument was acknowledged before me on July 3 2003 by Priscilla Concepcion
as designated agent of Bank of America, N.A.

[Signature]

(Signature of notarial officer)

Notary Public in and for State of Florida



(Seal, if any)

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PAY TO THE ORDER OF

WITHOUT RECOURSE
Bank of America, N.A.

BY *[Signature]*
JOHN E. MACK
SR. VICE PRESIDENT

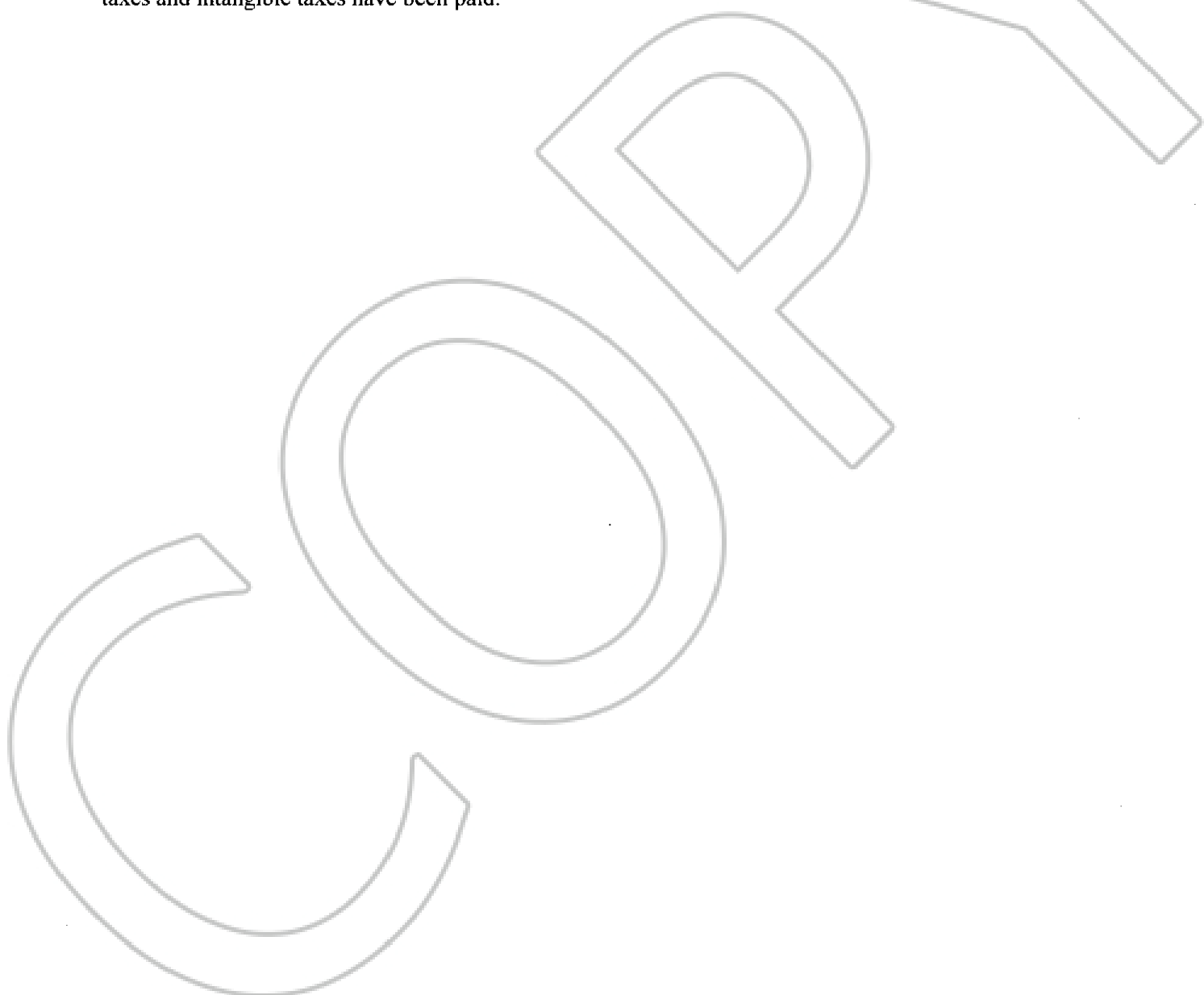
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NV

Exhibit "A"

The principal amount stated as secured by the mortgage is changed to \$160,000. This mortgage encompasses the modification of a mortgage for a promissory note or line of credit agreement on which the documentary stamp tax or intangible tax on the original amount pursuant to Florida Statutes chapter 201.09(1) and (2) and Florida Administration Code section 12b-4.054. This mortgage modification is a renewal mortgage as defined in Florida Administrative Code section 12b-4.052(13). This mortgage modification also secures advances of new money which, pursuant to Section 201.09 Florida Statutes, as amended by Chapter 98.187, the total amount of increases is \$60,000, upon which documentary stamp taxes and intangible taxes have been paid.



Application Number: 033629144578

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To: From: Atlantic Assurance Group

Exhibit A (Legal Description)

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

LOT 16 OF BLOCK B AS SAID LOT AND BLOCK ARE SET FORTH ON THE FINAL MAP #PD99-02-04 FOR SARATOGA SPRINGS ESTATES UNIT 4, A PLANNED UNIT DEVELOPMENT, RECORDED MAY 19, 2000 IN BOOK 0500 OF OFFICIAL RECORDS, PAGE 4445, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 492337, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED NOVEMBER 30, 2000, IN BOOK 1100, PAGE 6042, AS DOCUMENT NO. 504169, OFFICIAL RECORDS.

Tax Map Reference: 1420-28-211-CO2

Being that parcel of land conveyed to **RICHARD TURNBOW AND TRICIA A. TURNBOW, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** from H & S CONSTRUCTION, INC. A NEVADA CORPORATION, by that deed dated 08/01/2001 and recorded 08/06/2001 in DOCUMENT # 520101, of the DOUGLAS County, NV Public Registry.

Order Number: 1477303
Customer Reference Number: 033629144578

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