

43  
APN # 132030311013

Recording Requested by:

✓ Name Bank of America

Address 9000 Southside Blvd, Bldg. 700

City/State/Zip Jacksonville, Florida 32256

Prepared by: Gloria Frost

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

2004 MAR -8 AM 11:52

WERNER CHRISTEN  
RECORDER

\$ 43<sup>00</sup> PAID KJ DEPUTY

(for Recorder's use only)

Modification of Deed of Trust  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

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Assessor Parcel No(s):  
1320-30-311-013

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:  
LINDA L EVERSON-SHARP  
852 MAPLEWOOD  
MINDEN, NV 89423-0000

*more due 12-8-03*  
COURTNEY W. COOPER, CSC

FOR RECORDER'S USE ONLY

*KJ*

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 27, 2003, is made and executed between LINDA L EVERSON-SHARP, AN UNMARRIED PERSON ("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 June 4, 2001 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED 06/29/2001 IN BOOK 0601 AT PAGE 8258.

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 852 MAPLEWOOD DRIVE, MINDEN, NV 89423-0000.

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

THE PRINCIPAL AMOUNT SECURED BY THE MODIFICATION OF THE DEED OF TRUST IS CHANGED FROM \$23,000.00 TO \$75,000.00. THE MATURITY DATE DESCRIBED IN THE DEED OF OF TRUST IS CHANGED TO 10/27/028.

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

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**MODIFICATION OF DEED OF TRUST  
(Continued)**

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.

**NOTITLED 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").

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 OCTOBER 27, 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 *Linda L. Everson Sharp* (Seal)  
LINDA L EVERSON SHARP, Individually

**BANK OF AMERICA, N.A.**

LENDER:

X *Michael D. Sharp* (Seal)  
Authorized Officer MICHAEL D SHARP

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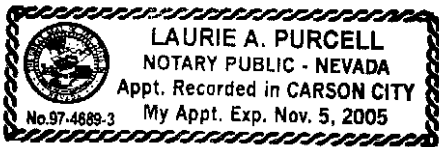
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MODIFICATION OF DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Carson )

This instrument was acknowledged before me on October 27, 2003 by LINDA L EVERSON-SHARP.



Laurie A. Purcell  
(Signature of notarial officer)

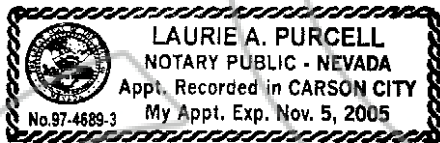
Notary Public in and for State of Nevada

(Seal, if any)

LENDER ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Carson )

This instrument was acknowledged before me on October 27, 2003 by Michael D. Sharp as designated agent of Bank of America.



Laurie A. Purcell  
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

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## Exhibit A (Legal Description)

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

LOT 7 BLOCK B, AS SET FORTH ON THE FINAL MAP OF WESTWOOD VILLAGE UNIT NO. III, FILED IN THE OFFICE OF THE COUNTY RECORDER ON AUGUST 31, 1989, BOOK 889, PAGE 4565, DOCUMENT NO. 209883, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

Tax Map Reference: 1320-30-311-013

Being that parcel of land conveyed to MICHAEL D. SHARP AND LINDA L. SHARP, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP from MIKE HICKEY CONSTRUCTION, INC., A NEVADA CORPORATION by that deed dated 06/16/1992 and recorded 06/24/1992 in deed book 692, at page 4354 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to LINDA L. SHARP, AN UNMARRIED WOMAN from MICHAEL D. SHARP AN UNMARRIED MAN by that deed dated 10/10/1994 and recorded 10/20/1994 in deed book 1094, at page 3491 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to **LINDA L. EVERSON-SHARP, AN UNMARRIED WOMAN** from MICHAEL SHARP, AN UNMARRIED MAN (FORMER SPOUSE OF GRANTEE) by that deed dated 02/21/2001 and recorded 03/18/2001 in deed book 301, at page 3179 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to **LINDA L. EVERSON-SHARP, AN UNMARRIED WOMAN** from **LINDA L. EVERSON-SHARP, AN UNMARRIED WOMAN, WHO ACQUIRED TITLE AS LINDA L. SHARP, AN UNMARRIED WOMAN** by that deed dated 03/08/2001 and recorded 03/13/2001 in deed book 301, at page 3181 of the DOUGLAS County, NV Public Registry.

Order Number: 1581437  
Customer Reference Number: 033629151887

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