

20-
Assessor Parcel No(s):
1319-09.702-042

REQUESTED BY
Bo A
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2004 MAR 31 PM 12:35

WERNER CHRISTEN
RECORDER

2000
PAID *Be* 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:

LESLIE J KYNETT
AND JOANNE
KYNETT,
CO-TRUSTEES OF
THE KYNETT FAMILY
TRUST, DATED
AUGUST 25, 2000
171 MILL ST.
GENOA, NV
89411-0000

FOR RECORDER'S USE ONLY

NV-2.W.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 23, 2004, is made and executed between LESLIE J KYNETT AND JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT FAMILY TRUST, DATED AUGUST 25, 2000 ("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 8, 2001 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED 06/20/2001 BOOK # 0601 PAGE # 5150.

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

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MODIFICATION OF DEED OF TRUST

Loan No: 68181001206299

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if fully set forth herein.

The Real Property or its address is commonly known as 171 MILL ST, GENOA, NV 89411-0000.

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

THE PRINCIPAL AMOUNT SECURED BY THE MODIFICATION OF THE DEED IS CHANGED FROM \$100,000.00 TO \$200,000.00. THE MATURITY DATE DESCRIBED IN THE DEED IS CHANGED TO 01/23/2029.

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

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

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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 JANUARY 23, 2004.

GRANTOR:

LESLIE J KYNETT AND JOANNE KYNETT, CO-TRUSTEES OF THE
KYNETT FAMILY TRUST, DATED AUGUST 25, 2000

By: 

LESLIE J KYNETT, Trustee of LESLIE J KYNETT AND
JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT
FAMILY TRUST, DATED AUGUST 25, 2000

By: 

JOANNE KYNETT, Trustee of LESLIE J KYNETT AND
JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT
FAMILY TRUST, DATED AUGUST 25, 2000

PAY TO THE ORDER OF

WITHOUT RECOURSE
Bank of America, N.A.

BY 

JOHN E. MACK
SR. VICE PRESIDENT

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MODIFICATION OF DEED OF TRUST

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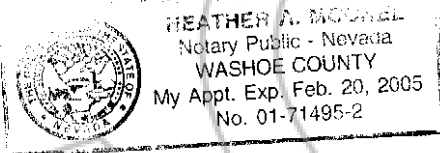
LENDER:

X Heather A. Mochel
Authorized Officer

TRUST ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Washoe)

This instrument was acknowledged before me on January 23, 2004 by LESLIE J KYNETT, Trustee and JOANNE KYNETT, Trustee of LESLIE J KYNETT AND JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT FAMILY TRUST, DATED AUGUST 25, 2000, as designated trustees of LESLIE J KYNETT AND JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT FAMILY TRUST, DATED AUGUST 25, 2000.



(Seal, if any)

Heather A. Mochel
(Signature of notarial officer)
Notary Public in and for State of Nevada

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MODIFICATION OF DEED OF TRUST

Loan No: 68181001206299

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

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) SS
)

This instrument was acknowledged before me on January 23, 2004 by Joanne
Kynett K. K. K. K. as designated agent of _____

Harold Hawk
(Signature of notarial officer)

WASHOE COUNTY
Notary Public - Nevada
WASHOE COUNTY
My Appt. Exp. Feb. 20, 2005
No. 01-71495-2

Notary Public in and for State of Nevada

(Seal, if any)

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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 OF LAND SITUATE IN THE COUNTY
OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 1, IN BLOCK 4, OF GENOA, AND THE DWELLING HOUSE SITUATE THEREON
IN BLOCK 4 OF GENOA, COUNTY OF DOUGLAS, STATE OF NEVADA, AS PER MAP
OF GENOA TOWNSITE MADE IN 1874 ON FILE IN THE OFFICE OF THE COUNTY
RECORDER OF DOUGLAS COUNTY, NEVADA, TOGETHER WITH ALL WATER
RIGHTS AND DITCH RIGHTS BELONGING TO LOT NO. 1, IN BLOCK 4, FURTHER
DESCRIBED AS THE FULL FLOW OF THE GENOA CREEK DIVERTED TO SAID LOT
AND BLOCK DAILY FROM 12:00 O'CLOCK NOON TO 12:08 P.M.; AND 10 FEET OF
THE WIDTH OF LOT NO. 2, IN BLOCK 4, AND PARALLEL THE FULL DEPTH OF LOTS
AND ADJOINING LOT NO. 1, IN BLOCK 4, IN GENOA; AND ALSO A PARCEL OF
LAND 60 FEET EXTENDING FROM THE FOREGOING DESCRIBED LAND, WEST TO
THE GENOA WATER PIPELINE IN DOUGLAS COUNTY, NEVADA.

LOT 2, BLOCK 4, OF GENOA, COUNTY OF DOUGLAS, STATE OF NEVADA, THE
ADDITIONAL 40 FEET IN LOT 2, TOGETHER WITH FORTY (40) FRONTAGE AND
PARALLEL THE FULL LENGTH OF AND ADJACENT TO THE PROPERTY IN LOT 1
AND 10 FEET OF LOT 2, BLOCK 4, (PREVIOUSLY SOLD TO PETER A. HARTLEY)
TOGETHER WITH ALL WATER RIGHTS OF THE GENOA CREEK AND DITCH
RIGHTS BELONGING TO LOT 2, BLOCK 4 OF GENOA, COUNTY OF DOUGLAS,
STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS THE FULL STREAM
FLOW DAILY FROM 12:00 O'CLOCK NOON TO 12:08 P.M.; AND PER MAP OF GENOA
TOWNSITE, MADE IN 1874 ON FILE IN THE OFFICE OF THE DOUGLAS COUNTY
RECORDER, DOUGLAS COUNTY, NEVADA.

Tax Map Reference: 1319-09.702-042

Being that parcel of land conveyed to LESLIE J. KYNETT AND JOANNE KYNETT,
HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
from ROBERT M. IVERSON AND JENNIFER L. IVERSON, HUSBAND AND WIFE AS

Order Number: 1627962

Customer Reference Number: 033629155497

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JOINT TENANTS by that deed dated 07/09/1997 and recorded 09/26/1997 in deed book 0997, at page 5120 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to **LESLIE J. KYNETT AND JOANNE KYNETT, AS CO-TRUSTEES OF THE KYNETT FAMILY TRUST, DATED AUGUST 25, 2000** from LESLIE J. KYNETT AND JOANNE KYNETT by that deed dated 08/25/2000 and recorded 09/29/2000 in deed book 0900, at page 5443 of the DOUGLAS County, NV Public Registry.

Being that parcel of land conveyed to **LESLIE J. KYNETT AND JOANNE KYNETT, CO-TRUSTEES OF THE KYNETT FAMILY TRUST, DATED AUGUST 25, 2000** from LESLIE J. KYNETT AND JOANNE KYNETT, HUSBAND AND WIFE by that deed dated 04/25/2001 and recorded 05/01/2001 in deed book 0501, at page 0127 of the DOUGLAS County, NV Public Registry.

Order Number: 1627962
Customer Reference Number: 033629155497

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