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Assessor Parcel No(s):  
1219-150-020-37

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

2004 MAY 10 AM 10:11

WERNER CHRISTEN  
RECORDER

20 PAID Kj 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:**

SONYA E AIKINS  
THE SONYA E  
AIKINS FAMILY  
TRUST, DATED  
SEPTEMBER  
23, 1991.  
356 CANYON CREEK  
CT  
GARDNERVILLE, NV  
89460-6420

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated April 23, 2004, is made and executed between SONYA E AIKINS, TRUSTEE OF THE SONYA E AIKINS FAMILY TRUST, DATED SEPTEMBER 23, 1991., WHOSE ADDRESS IS 356 CANYON CREEK CT. GARDNERVILLE, NV. 89460. ("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 January 22, 2003 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDING DATE 02/03/2003, BOOK 0203, PAGE 00186-00191.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

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**MODIFICATION OF DEED OF TRUST**

Loan No: 68181002344199

(Continued)

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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 356 CANYON CREEK CT, GARDNERVILLE, NV 89460-6420.

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

**THE PRINCIPAL AMOUNT SECURED BY THE DEED OF TRUST IS CHANGING FROM \$25,000.00 TO \$50,000.00. THE MATURITY DATE DESCRIBED IN THE DEED OF TRUST IS CHANGED TO 04/23/2029.**

**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

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MODIFICATION OF DEED OF TRUST

Loan No: 68181002344199

(Continued)

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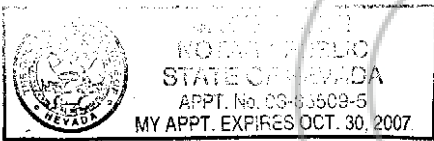
LENDER:

x D. Edmonson  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )

This instrument was acknowledged before me on April 23, 2004 by SONYA E AIKINS.



[Signature]  
(Signature of notarial officer)

Notary Public in and for State of W

(Seal, if any)

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MODIFICATION OF DEED OF TRUST

Loan No: 68181002344199

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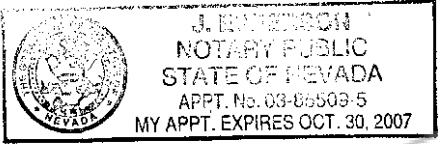
TRUST ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)  
) SS  
)

This instrument was acknowledged before me on Denise Selmerals by SONYA E AIKINS, Trustee of THE SONYA E AIKINS FAMILY TRUST, DATED SEPTEMBER 23, 1991., as designated trustee of THE SONYA E AIKINS FAMILY TRUST, DATED SEPTEMBER 23, 1991..



J. Jensen  
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

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**MODIFICATION OF DEED OF TRUST**

Loan No: 68181002344199

(Continued)

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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 APRIL 23, 2004.**

GRANTOR:

X   
SONYA E AIKINS, Individually

THE SONYA E AIKINS FAMILY TRUST, DATED SEPTEMBER 23,1991.

By:   
SONYA E AIKINS, Trustee of THE SONYA E AIKINS FAMILY TRUST, DATED SEPTEMBER 23,1991.

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 68181002344199

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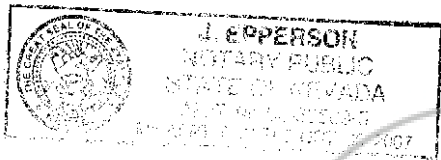
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)  
) SS  
)

This instrument was acknowledged before me on April 23, 2004 by Dennis Edmundo as designated agent of Bank of America.



(Seal, if any)

J. Epperson  
(Signature of notarial officer)

Notary Public in and for State of NV

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EXHIBIT "A"

A PARCEL OF LAND BEING COMPRISED OF A PORTION OF PARCEL 3-C-3 AS SHOWN ON PARCEL MAP #2 FOR MIKE HICKEY CONSTRUCTION, INC. AS RECORDED IN BOOK 493 OF OFFICIAL RECORDS, PAGE 2693 AS DOCUMENT #304720 AND A PORTION OF PARCEL 3-D AS SHOWN ON THE PARCEL MAP FOR MIKE HICKEY CONSTRUCTION, INC. AS RECORDED IN BOOK 493 OF OFFICIAL RECORDS, PAGE 104 AS DOCUMENT #303566, BEING LOCATED WITHIN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO BASELINE & MERIDIAN, DOUGLAS COUNTY, NEVADA; BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF PARCEL 3-C-3 AS SHOWN ON SAID DOCUMENT #304720; THENCE NORTH 60 DEG 41 MIN 21 SEC EAST ON THE NORTHERLY PROPERTY LINE OF SAID PARCEL 3-C-3 A DISTANCE OF 308.39 FEET TO A POINT ON THE CUL-DE-SAC RIGHT-OF-WAY TO CANYON CREEK COURT; THENCE ON SAID CUL-DE-SAC RIGHT-OF-WAY HAVING A 45.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 69 DEG 55 MIN 32 SEC EAST, THRU A CENTRAL ANGLE OF 132 DEG 37 MIN 40 SEC, AN ARC DISTANCE OF 104.17 FEET; THENCE SOUTH 32 DEG 01 MIN 45 SEC EAST ACROSS THE WESTERLY PORTION OF SAID PARCEL 3-D AS SHOWN ON SAID DOCUMENT #303566 A DISTANCE OF 127.44 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF SAID PARCEL 3-D; THENCE ON SAID SOUTHERLY LINE THE FOLLOWING TWO COURSES: SOUTH 57 DEG 58 MIN 15 SEC WEST, 82.72 FEET; SOUTH 30 DEG 16 MIN 31 SEC WEST, 101.23 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3-D, SAID CORNER BEING ALSO THE SOUTHEAST CORNER OF SAID PARCEL 3-C-3; THENCE SOUTH 59 DEG 24 MIN 24 SEC WEST ON THE SOUTHERLY PROPERTY LINE OF SAID PARCEL 3-C-3 A DISTANCE OF 227.39 FEET, THENCE NORTH 28 DEG 41 MIN 02 SEC WEST ACROSS THE SOUTHWESTERLY PORTION OF SAID PARCEL 3-C-3 A DISTANCE OF 212.67 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF SAID PARCEL 3-C-3; THENCE NORTH 00 DEG 09 MIN 15 SEC EAST ON SAID WESTERLY LINE A DISTANCE OF 22.97 FEET TO THE POINT OF BEGINNING. SAID PREMISES FURTHER IMPOSED AS PARCEL 3-C-3 ON THAT CERTAIN PARCEL MAP #2 FOR MIKE HICKEY CONSTRUCTION, INC. RECORDED APRIL 15, 1993 AS DOCUMENT #304720. LEGAL DESCRIPTION TAKEN FROM: DEED RECORDED 12/18/01 AS DOCUMENT NO. 01-530321

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