

REQUESTED BY

Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUN 18 PM 12:09

WERNER CHRISTEN
RECORDER

\$ 18⁰⁰ PAID *Pa* DEPUTY

APN 1320-26-002-027

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Prepared by:
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

PARCEL NUMBER: 1320-26-002-027
LOAN NUMBER: 6196376468

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

The State of Nevada

§

KNOW ALL MEN BY THESE PRESENTS:

County of Douglas

§

Recitals

This agreement is made on **May 1, 2004**, between **Robert Felix and Lorraine Felix, husband and wife as joint tenants**, (herein "Borrower") and **Bank of America, N.A.**, (herein "Lender"), whose loan servicing address is **P.O. Box 35140, Louisville, KY 40232-0000**, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on **March 7, 2003**, in favor of **Bank of America, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$214,157.00**, said Security Instrument having been recorded in/under Bk 303, Pg 14137, * of the Official Records of Real Property of **Douglas County, Nevada**, covering property described as follows:

**SEE EXHIBIT 'A' LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF FOR ALL PURPOSES**

* Document No. 571693

WITNESSETH:

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the Property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

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The Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$214,157.00** to **\$214,103.00**.

The annual interest rate set forth in paragraph 2 is changed from **4.375%** to **4.500%**.

The beginning date for monthly payments of principal and interest set forth in paragraph 3, is changed from **February 1, 2004** to **June 1, 2004**.

The Maturity Date is changed from **January 1, 2034** to **May 1, 2034**.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from **\$1,069.26** to **\$1,084.83**.

The maximum and minimum interest rate(s) Borrower may be required to pay at the initial Change Date as defined and set forth in paragraph 4 are changed respectively from **6.375%** and **2.375%** to **6.500%** and **2.500%**. The highest interest rate Borrower shall ever be requested to pay as set forth in paragraph 4 is changed from **10.375%** to **10.500%**.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$214,157.00** to **\$214,103.00**.

The "Rollover Date" as defined therein is changed from **January 1, 2004** to **May 1, 2004**.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from **\$214,157.00** to **\$214,103.00**.

Reference to the maturity date of the debt secured by the Security Instrument is changed from **January 1, 2034** to **May 1, 2034**.

The Adjustable Rate Rider to the Security Instrument shall be and hereby is amended as follows:

The annual interest rate set forth in paragraph A is changed from 4.375% to 4.500%.

The maximum and minimum interest rate(s) Borrower may be required to pay at the initial Change Date as defined and set forth in paragraph 4 are changed respectively from 6.375% and 2.375% to 6.500% and 2.500%. The highest interest rate Borrower shall ever be requested to pay as set forth in paragraph 4 is changed from 10.375% to 10.500%.

Further, it is expressly agreed that for and in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrower had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies said liens on the Property until the Note as so modified hereby has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens securing same and that said liens shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payment of the Note and ratify all liens securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens securing same shall be and remain in full force and effect as therein written except as otherwise expressly provided herein.

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A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are of the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

As used herein "Lender" shall mean **Bank of America, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 25th day of May 2004 to be effective May 1, 2004.

Robert Felix
Robert Felix -Borrower

Lorraine D Felix
Lorraine Felix -Borrower

-Borrower

-Borrower

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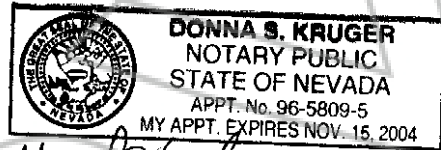
Individual Acknowledgment

STATE OF NEVADA, Douglas County ss: May 25, 2004 by Robert Felix and Lorraine Felix, husband and wife as joint tenants.

My Commission Expires: 11-15-04

Donna S. Kruger
Notary Public

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
Bank of America, N.A.



By: Thomas C. Hutter
Name: Thomas C. Hutter
Title: VICE PRESIDENT

Marthy Taylor
witness
Ammie Harris
witness

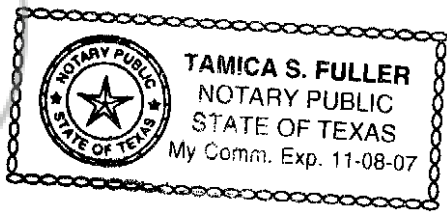
Corporate Acknowledgment

State of Texas
County of Dallas
The foregoing instrument was acknowledged before me this 4th day of June, 2004
by Thomas C. Hutter, Vice President of Bank of America, N.A.
on behalf of the said corporation.

My commission expires:

Tamica S. Fuller
Notary Public

AFTER RECORDED RETURN TO:
Bank of America, N.A.
9000 Southside Blvd, Bldg 700 [CONSTRUCTION]
Jacksonville, FL 32256-0000

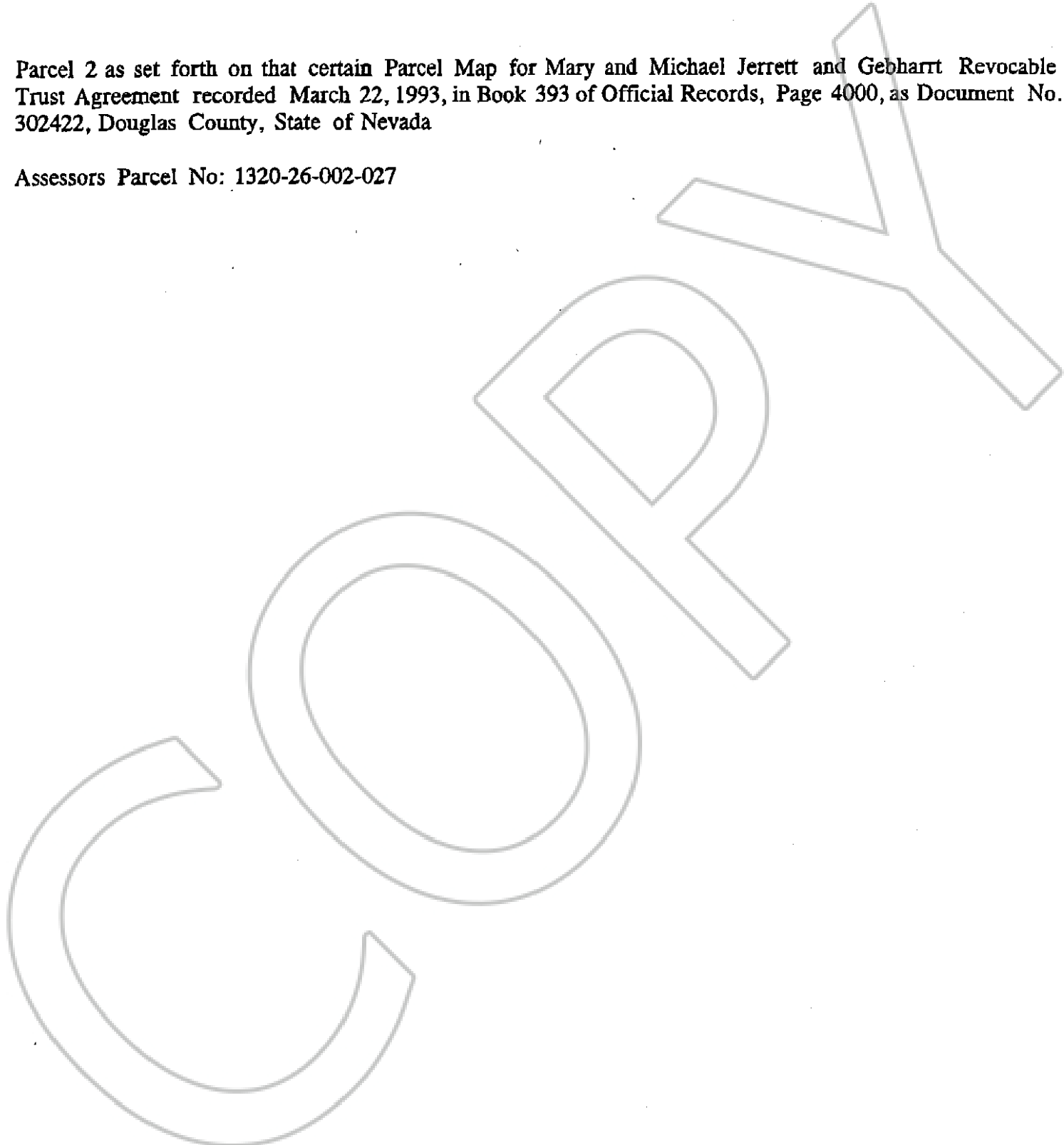


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EXHIBIT "A"

Parcel 2 as set forth on that certain Parcel Map for Mary and Michael Jerrett and Gebhart Revocable Trust Agreement recorded March 22, 1993, in Book 393 of Official Records, Page 4000, as Document No. 302422, Douglas County, State of Nevada

Assessors Parcel No: 1320-26-002-027



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