

18-  
Assessor Parcel No(s):  
1320/337-160-33

REQUESTED BY  
BoJA  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 JUL -9 PM 2:45

WERNER CHRISTEN  
RECORDER

\$ 18<sup>00</sup> 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:

DAWN CALDWELL  
ROTHFUSZ  
NYLS G ROTHFUSZ  
1366 GUINNESS WAY  
GARDNERVILLE, NV  
89410-5888

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated June 22, 2004, is made and executed between DAWN CALDWELL ROTHFUSZ, AKA DAWN R CALDWELL AND NYLS ROTHFUSZ, MARRIED TO EACH OTHER AS JOINT TENANTS WHOSE ADDRESS IS 1366 GUINNESS WAY, GARDNERVILLE, NV 89410 ("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 24, 2003 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED: 08/25/2003, DOC 0587564, BOOK 0803 PAGES 12766-12771.

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

LOT 33, BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-8 FOR CHICHESTER ESTATES, PHASE 8, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AND RECORDED JUNE 12, 2001 IN BOOK 0601, PAGE 2589, AS DOCUMENT NO. 516199.

0618376

BK0704 PG03697

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

Loan No: 68181002620399

Page 2

The Real Property or its address is commonly known as 1366 GUINNESS WAY, GARDNERVILLE, NV 89410-5888.

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

**THE PRINCIPAL AMOUNT SECURED BY THE DEED OF TRUST IS CHANGING FROM \$40,000 TO \$76,000. THE MATURITY DATE DESCRIBED IN THE DEED OF TRUST IS CHANGED TO 06/22/2029.**

**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 Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant,

0618376

BK0704PG03698

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

Loan No: 68181002620399

Page 3

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 JUNE 22, 2004.**

GRANTOR:

X *Dawn Caldwell-Rothfus*  
DAWN CALDWELL ROTHFUSZ

X *Nyls G Rothfus*  
NYLS G ROTHFUSZ

0618376

BK0704PG03699

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 68181002620399

Page 4

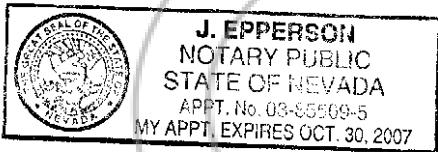
LENDER:

x D. Edmonson  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )

This instrument was acknowledged before me on June 30, 2004 by DAWN CALDWELL ROTHFUSZ and NYLS G ROTHFUSZ.



(Seal, if any)

J. Epperson  
(Signature of notarial officer)

Notary Public in and for State of NV

0618376  
BK0704PG03700

MODIFICATION OF DEED OF TRUST

Loan No: 68181002620399

(Continued)

Page 5

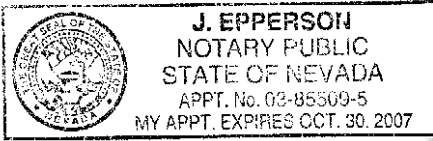
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)  
) SS  
)

This instrument was acknowledged before me on June 30, 2004 by Dennis Edmonds as designated agent of Bank of America.



J. Epperson

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

0618376

BK0704PG03701