

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

2004 OCT 15 PM 2:17

WERNER CHRISTEN
RECORDER

\$ 19.00 PAID PL DEPUTY

A.P.N.:1318-10-313-016

Recording Requested by: LSI

When recorded return to:

Contemporary Realty Solutions

Attn: Richard Drzyzga

626 N. French Rd. Suite 4

Amherst, NY 14228 (716) 564-1500

www.contemporaryrealty.com

Loan Number:

CRS# **541463**

Deed of Trust

**This document is recorded as an
ACCOMMODATION ONLY and without liability
for the consideration therefor, or
as to the validity or sufficiency
of said instrument, or for the effect
of such recording on the title of the
property involved.**

0626861

BK1004PG06533

THIS INSTRUMENT PREPARED BY:

Randy Kirchmann

When recorded return to:
Contemporary Realty Solutions
Attn: Richard Drzyzga
626 N. French Rd. Suite 4
Amherst, NY 14228 (716) 564-1500
www.contemporaryrealty.com

LOAN NUMBER: 20025820

ASSESSOR PARCEL NUMBER:

#541463

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (the "Modification") is made as of 6/9/2004, between Bruce Patras (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed of Trust which states the property is vested in Bruce Patras, dated 7/3/2002 and recorded 7/10/2002, in Book Number 702, at Page Number 2714, as Document No. 0546707, in the Official Records of the County of Douglas, State of Nevada (the "Security Instrument"), and covering the real property with a commonly known address of: 726 BEVERLY CIRCLE ZEPHYR COVE, NV 89448 (the "Property"), and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$150,000.00.

2. **Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;

Initials

Bruce Patras

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LOAN NUMBER: 20025820

- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 7/3/2002. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

3. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

4. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective no later than the first business day of the next month following receipt by Countrywide Home Loans, Inc.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans within thirty (30) days from the above-specified date.

5. Modification Fee: Borrower(s) agree to pay a fee of \$100.00 which Countrywide Home Loans, Inc. will charge to the credit line governed by the Home Equity Line of Credit Agreement and Disclosure Statement upon closing of this modification.

Initials _____

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LOAN NUMBER: 20025820

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

Bruce Patras 6/16/04 Bruce Patras 6/16/04
 Bruce Patras Date Bruce Patras Date
 Witness Signature of Witness
 Heidi Nilson
 Signature of Witness
 HEIDI NILSON

CO-OWNER(S)

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

 Date Date
 Witness Signature of Witness
 Witness Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)

State of Nevada
County of Douglas

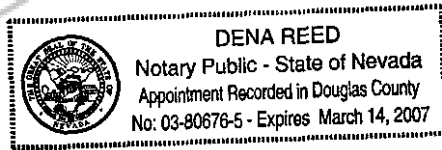
On 6-16-04, before me, Dena Reed
Date Name of Notary Public

personally appeared Bruce Patras is subscribed to
Name(s) of Borrower(s)/Owner(s)

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Dena Reed
Signature of Notary Public
DENA REED



LOAN NUMBER: 20025820



LENDER

COUNTRYWIDE HOME LOANS, INC.

By: *Donna Panosian*
Donna Panosian, Vice President

Notary Acknowledgement for Lender
State of California
County of Ventura

On June 22, 2004, before me, Mary Ann Moskos, Notary Public,
personally appeared Donna Panosian, Vice President of Countrywide Home Loans, Inc., A New York Corporation,
personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature *Mary Ann Moskos*
Signature of Notary Public

MARY ANN MOSKOS



LOAN # 20025820

'EXHIBIT A'

LOT 75 AS SHOWN ON THE MAP OF ZEPHYR KNOLLS UNIT NO. 3, FILED IN
THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS, COUNTY, NEVADA,
ON JULY 10, 1957 AS DOCUMENT NO. 12430.

APN: 1318-10-313-016

PREVIOUSLY RECORDED DEED OF TRUST

BK 702 PG: 2714

JULY 10, 2002

COPY

0626861

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