

18'

OFFICIAL RECORD

Requested By:
MARQUIS TITLE

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0605 PG- 6666 RPTT: 0.00



Prepared by:
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600
336024/04 1023
PARCEL NUMBER: 1319/011/027
LOAN NUMBER: 6125727872

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, 2005, between Allen J. Hayes and Melanie A. Hayes, husband and wife as joint tenants, (herein "Borrower") and Bank of America, N.A. (herein "Lender"), whose loan servicing address is P.O. Box 9000, Getzville, NY 14068-9000, for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on March 29, 2004, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$560,000.00, said Security Instrument having been recorded in/under _____ 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**

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 address on the Security Instrument and Note be modified to read as follows: 2391 Genoa Highlands Drive, Genoa, NV 89411 ; 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:

The address of the Property is modified to **2391 Genoa Highlands Drive, Genoa, NV 89411.**

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.

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.

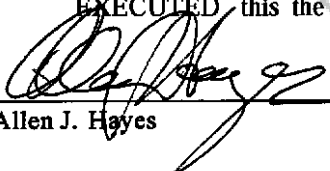
Borrower covenants and agrees that the rights and remedies of Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the 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 _____ day of _____ to be effective **May 1, 2005.**



Allen J. Hayes -Borrower



Melanie A. Hayes -Borrower

-Borrower

-Borrower

Individual Acknowledgment

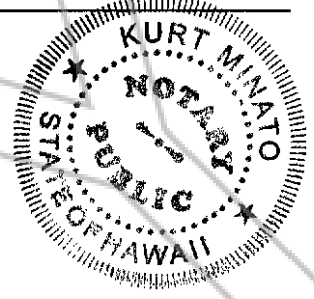
STATE OF ~~NEVADA~~ ^{HAWAII} HONOLULU County ss:

This instrument was acknowledged before me on 05/02/2005 by Allen J. Hayes and Melanie A. Hayes, husband and wife as joint tenants.

My Commission Expires:

 **Kurt Minato**
Expiration Date: December 8, 2006
Notary Public

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



By: _____
Name: _____
Title: _____

Corporate Acknowledgment

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ of _____ by _____, on behalf of the said corporation.

My commission expires:


Notary Public

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

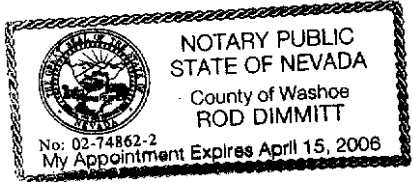
State of NEVADA
County of SARASOTA

Subscribed and sworn/affirmed to before me this 2nd day of MAY

20 05 by ALLEN J. HAYES


Notary Public

My Commission Expires: 4-15-06



BK- 0605
PG- 6668

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
BANK OF AMERICA, N.A.

By: Freda L. Clement
Name: Freda L. Clement
Title: Vice President

Witness: James Gully
Witness: Sharon McCo

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Freda L. Clement, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May, 2005.

DAB

My Commission Expires:

Dorothy A. Baylor
Notary Public in and for
The State of Texas

Name: Dorothy A. Baylor

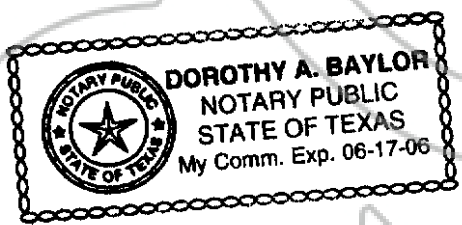


EXHIBIT "A"

Lot 121, as set forth on the Final Map of Genoa Lakes Phase 3, Unit 2, a Planned Unit Development, recorded May 1, 1995, in Book 595, of Official Records, at Page 78, Douglas County, State of Nevada, as Document No. 361251

Assessor's Parcel No. 1319-10-111-027

