

19

OFFICIAL RECORD

Requested By:
INTERGRATED LOAN SERVICES
INC

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0805 PG- 5983 RPTT: 0.00

Assessor Parcel No(s): 1419-01-701-012
13-052-050



RECORDING REQUESTED BY AND

WHEN RECORDED MAIL

TO:

~~Bank of America~~



~~Baugh, Gary A~~

~~9000 Southside Blvd,~~

~~Bldg 700~~

~~Jacksonville, FL~~

~~32256~~

Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

SEND TAX NOTICES TO:

GARY A BAUGH SR
MICHELE H BAUGH
3671 CINDY'S TRAIL
CARSON CITY, NV
89705-6819

FOR RECORDER'S USE ONLY

GAZ

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 29, 2005, is made and executed between GARY A BAUGH SR AND MICHELE H BAUGH, MARRIED TO EACH OTHER WHOSE ADDRESS IS 3671 CINDYS TRL., CARSON CITY, NV 89705 ("Grantor") and Bank of America, N.A.; 100 North Tryon Street; Charlotte, NC 28255 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 27, 2005 (the "Deed of Trust") which has been recorded in ~~CARSON~~ ^{Douglas} County, State of Nevada, as follows:

RECORDED 06/08/2005 INSTRUMENT # 646342.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in ~~CARSON~~ ^{Douglas} County, State of Nevada:

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 3671 CINDY'S TRAIL, CARSON CITY, NV 89705-6819.

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

THE PRINCIPAL AMOUNT DESCRIBED IN MORTGAGE IS INCREASED FROM 75,000.00 TO

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MODIFICATION OF DEED OF TRUST

Loan No: 68181004531499

(Continued)

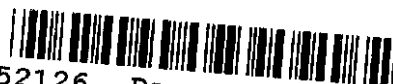
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100,000.00 THE MATURITY DATE DESCRIBED IN MORTGAGE IS CHANGED TO 0629/2030.

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, 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,



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BK- 0805
PG- 5984
08/12/2005

MODIFICATION OF DEED OF TRUST

Loan No: 68181004531499

(Continued)

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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 29, 2005.

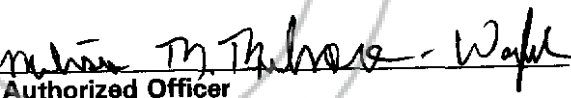
GRANTOR:

X 
GARY A BAUGH SR

X 
MICHELE H BAUGH

LENDER:

BANK OF AMERICA, N.A.

X 
Authorized Officer
Melissa R Rise Hoover - Warfield



MODIFICATION OF DEED OF TRUST

Loan No: 68181004531499

(Continued)

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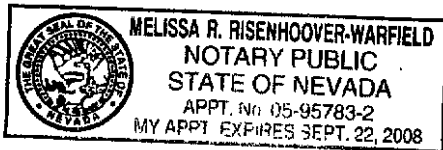
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

)
) SS
)

COUNTY OF Washoe

This instrument was acknowledged before me on June 30, 2005 by **GARY A BAUGH SR and MICHELE H BAUGH.**



Melissa R. Risenhoover-Warfield
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)



MODIFICATION OF DEED OF TRUST

Loan No: 68181004531499

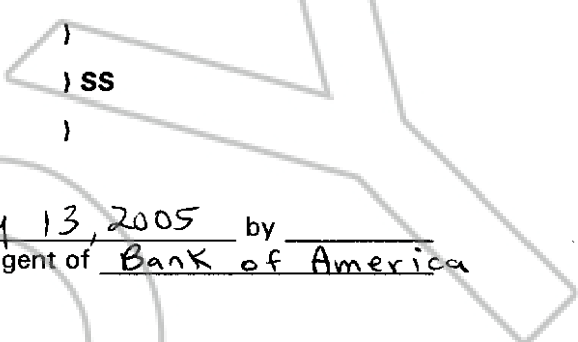
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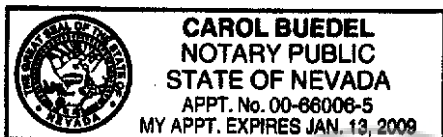
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas



This instrument was acknowledged before me on July 13, 2005 by Melissa R. Risenhaover - Warfield as designated agent of Bank of America



Carol Buedel

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

LASER PRO Lending, Ver. 5.24.10.102 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - NV/NC C:\CPH\FIL\PLIG202.fc TR-28200592 PR-MAXHEL



SCHEDULE A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 19 EAST, M. D. B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 1, 6, 7, AND 12, IN TOWNSHIP 14 NORTH, RANGE 19 EAST AND 14 NORTH, RANGE 20 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0 DEGREES 05' 45" WEST A DISTANCE OF 2,642.16 FEET; THENCE SOUTH 89 DEGREES 23' 30" WEST A DISTANCE OF 971.10 FEET; THENCE SOUTH 0 DEGREES 05' 45" EAST A DISTANCE OF 352.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 23' 30" EAST A DISTANCE OF 226.87 FEET; THENCE SOUTH 0 DEGREES 05' 45" EAST A DISTANCE OF 176.00 FEET; THENCE SOUTH 89 DEGREES 23' 30" WEST A DISTANCE OF 226.87 FEET; THENCE NORTH 0 DEGREES 05' 45" WEST A DISTANCE OF 176.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL ALSO BEING KNOWN AS PARCEL 1, SHOWN ON THE RECORD OF SURVEY FILE IN THE OFFICE OF THE DOUGLAS COUNTY, RECORDER ON JANUARY 22, 1973 AS DOCUMENT NO. 63803.

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

APN / PARCEL #: 13-052-050

