

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 20.00
BK-1005 PG- 3736 RPTT: 0.00



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

PARCEL NUMBER: 1319-10-111-030
LOAN NUMBER: 6006648700

040702192

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 July 1, 2005, between Dennis E. Dudley and Janet D. Dudley, husband and wife as Community Property with Right of Survivorship, (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 August 16, 2004, in favor of Bank of America, N.A. and any previous modification(s) thereof, said Note being in the original principal amount of \$550,000.00, 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 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 Note shall be and hereby is amended as follows:

The beginning date for monthly payments of principal and interest set forth in paragraph 3, is changed from **July 1, 2005 to August 1, 2005.**

The Maturity Date is changed from **June 1, 2035 to July 1, 2035.**

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

The "Rollover Date" as defined therein is changed from **June 1, 2005 to July 1, 2005.**

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

Reference to the maturity date of the debt secured by the Security Instrument is changed from **June 1, 2035 to July 1, 2035.**

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 28 day of June 05 to be effective July 1, 2005.



Dennis E. Dudley
Dennis E. Dudley -Borrower

6/28/05

-Borrower

Janet D. Dudley
Janet D. Dudley -Borrower

6/28/05

-Borrower

COPY



Individual Acknowledgment

STATE OF NEVADA, _____ County ss:

This instrument was acknowledged before me on _____ by **Dennis E. Dudley and Janet D. Dudley, husband and wife as Community Property with Right of Survivorship.**

My Commission Expires:

For Notary
SEE ATTACHED CERTIFICATE
06-28-05

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 _____
by _____ of _____
_____, 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**



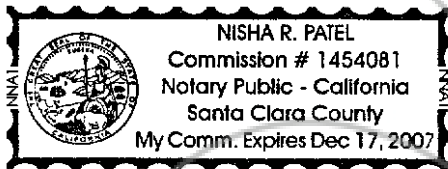
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Clara. } ss.

On 06-28-05 before me, NISHA R. PATEL, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Dennis E. Dudley and Janet D. Dudley
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Nisha R Patel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Note and security instrument modification Agreement

Document Date: 06-28-05 Number of Pages: 4

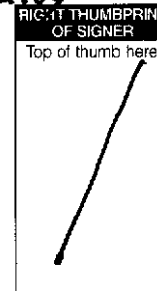
Signer(s) Other Than Named Above: No other signer

Capacity(ies) Claimed by Signer

Signer's Name: Dennis E. Dudley and Janet D. Dudley

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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: Janice Bissell

Witness: Windy Simon

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 18th day of July,
2005

DAB

My Commission Expires:

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

Name: Dorothy A. Baylor

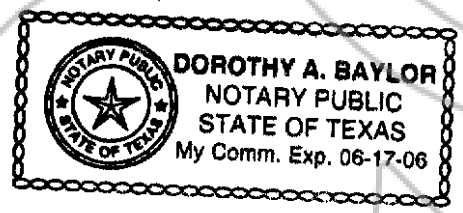


EXHIBIT "A"

Lot 124 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, Nevada, as Document No. 361251.

