RECORDING REQUESTED BY: First American Title Company 212 Elks Point Road, Suite 550 Zephyr Cove, NV 89448

WHEN RECORDED MAIL TO:

Name: Chase Home Finance Attn: Mayra Rodriguez

4915 Independence Parkway, Floor 2

Tampa, FL

APN: 1318-09-810-004

DOC # 0672393 04/07/2006 04:52 PM Deputy: KLJ OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE COMPANY

Douglas County - NV
Werner Christen - Recorder
Fee: 19.00

Page: 1 Of 6 Fee: BK-0406 PG-3033 RPTT:

0.00 |**11**| |||| 11||



MODIFICATION OF DEED OF TRUST AND PARTIAL RECONVEYANCE

THIS AGREEMENT, made this 30th day of Novmeber, 2005, by and between Steven V. Ryckebosch and Lynn A. Ryckebosch, Husband and Wife, and Douglas C. Egstrom and C. Louise Smith Egstrom, Husband and Wife, the present Trustors in the Deed of Trust mentioned below, First American Title Company, Trustee under said Deed of Trust and JPMorgan Chase Bank, N.A. ("BENEFICIARY"), being the Beneficiary of all the obligations secured by the Deed of Trust hereinafter referred to, agree as follows:

RECITALS

WHEREAS Steven V. Ryckebosch and Lynn A. Ryckebosch, Husband and Wife, and Douglas C. Egstrom and C. Louise Smith Egstrom, Husband and Wife, executed a Deed of Trust dated January 27, 2005, to First America Title Company as Trustee, for the purpose of securing, among other obligations, an indebtedness in the amount of \$460,000.00 to JPMorgan Chase Bank, N.A.., which Deed of Trust was recorded on January 31, 2005 in Book 105 at Page 11372 as Document #635676 in the Official Records of the Office of the Recorder of Douglas County, State of Nevada; covering the following described property:

For incorrect legal description see Exhibit "A" attached hereto and made a part hereof.

WHEREAS it was the intention of TRUSTOR and BENEFICIARY that said Deed of Trust describe and encumber the land described in the "Corrected Description" on the exhibit attached hereto marked Exhibit "B", and incorporated by this reference; and

WHEREAS by excusable mistake and inadvertence the legal description set forth in said Deed of Trust referenced an incorrect Tract number and thus was not the correct legal description of all the land intended to be set forth therein and conveyed to the Trustee thereunder; and

WHEREAS TRUSTOR and BENEFICIARY desire by this instrument and agreement to correct and amend said Deed of Trust and legal description to conform to the true intent of the parties thereto;

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the parties hereto do hereby modify and correct said Deed of Trust by deleting therefrom the entire legal description of land set forth therein, and substitute in place thereof the legal description intended to have been set forth therein, as set forth in Exhibit "B", entitled "Corrected Description", which exhibit is incorporated herein by this reference.

The parties hereto further agree that said Deed of Trust as amended and modified hereby shall have the same effect, in all respects, as if it had originally contained said "Corrected Description" as intended instead of the legal description that was actually set forth therein. In order to more fully, completely and clearly effectuate such agreement, TRUSTOR hereby grants, transfers and assigns to North American Title Company, as the Substituted Trustee under said Deed of Trust, in trust, with power of sale, the property described in said "Corrected Description" as set forth in Exhibit "B", for the purpose of securing all of the obligations referred to in said Deed of Trust as secured thereby and upon, subject to and under all of the trusts, covenants, agreements and other provisions contained in said Deed of Trust and TRUSTOR also assigns to BENEFICIARY all rents, issues and profits of said realty upon the same reservation, with the same authorizations to BENEFICIARY and all rents, issues and profits of said realty for the same purpose and upon the same subject to all of the provisions contained in said Deed of Trust, all to the same effect as if said Deed of Trust had original contained said "Corrected Description"; and

BENEFICIARY and TRUSTEE do hereby reconvey, without warranty, to the person or persons legally entitled thereto all estate in and to any portion of the first above described real property, which is not included within the last above described real property.

All other provisions of said Deed of Trust shall remain fully effective, and said Deed of Trust as amended and modified hereby shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this instrument and agreement on the date set forth below.

77

Steven V. Ryckebos

Dowglas C. Egstrom

Lynn A. Ryckebosch

C. Louise Smith Egstron

First American Title Company, Trustee

JPMorgan Chase Bank, N.A.

By: Charita Raganas, Assistant Vice President

Siz

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STATE OF NEVADA

COUNTY OF DOUGLAS On February 8th, 2006, before me, Tonya M. Bowman, personally appeared Steven V. Ryckebosch personally known to me (or 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. T. M. BOWMAN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-69117-2 - Expires May 31, 2009 Signature STATE OF NEVADA **COUNTY OF DOUGLAS** On February 8th , 2006, before me, Torya M. Bowman, personally appeared Lynn A. Ryckebosch personally known to me (or 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.

Signature.

auman)



T. M. BOWMAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 01-69117-2 - Expires May 31, 2009

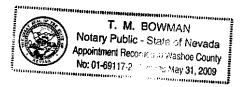
STATE OF NEVADA

COUNTY OF DOUGLAS

On February 8th , 2006, before me, Tonyo M Bourna , personally appeared Douglas C. Egstrom personally known to me (or 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.

Signature Dunno



BK- 0406 PG- 3035 04/07/2006

STATE OF NEVADA

COUNTY OF DOUGLAS , 2006, before me, Tonya M Bowman On <u>February</u>, 2006, before me, <u>Tonyarm Bowman</u>, personally appeared C. <u>Louise Smith Egstrom</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be personally appeared 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. T. M. BOWMAN Signature Notary Public - State of Nevada Appointment Recorded in Washoe County No: 01-69117-2 - Expires May 31, 2009 STATE OF NEVADA **COUNTY OF DOUGLAS** Jodi' O. Stovace, personally appeared , 2006, before me, , as Trustee personally known to me (or 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. JODI O. STOVALL Notary Public - State of Nevada Appointment Recorded in Douglas County Signature No: 03-79473-5 - Expires November 15, 2006 STATE OF FLORIDA COUNTY OF HILLSBOROUGH On November 30th, 2005, before me, Mayra Rodriguez, personally appeared Charita Raganas-Assistant Vice President for JPMorgan Chase Bank, N.A. personally known to me (or 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.

Signature Mayn

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THIRITIAN TO SEE THE SECOND

BK- 0406 PG- 3036 04/07/2006 Fxhibit "A"

1/5/2005 11:12 AM PAGE 8/016 Server



All that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

ALL THAT PORTION OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 18 EAST, M D M., MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 7, BLOCK C, ZEPHYR COVE PROPERTIES AMENDED NO. 2 WHICH LIES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE SHORE BLVD.,

THENCE SOUTH 34°51'48" WEST, 50.00 FEET TO THE POINT OF REGINNING;

THENCE SOUTH 36°22'35" EAST, 62.54 FEET;

THENCE SOUTH 26°00'00" WEST, 148 71 FEET, MORE OR LESS, TO THE POINT OF APPROXIMATE LOW WATER LINE OF LAKE TAHOE, AT AN ELEVATION OF 6223 FEET, LAKE TAHOE DATUM, THENCE ALONG SAID APPROXIMATE LOW WATER LINE NORTH 45°47'09" WEST, 83.24 FEET, MORE OR LESS, TO THE POINT OF THE SOUTHWESTERLY EXTENSION OF THE WESTERLY LINE OF SAID

THENCE ALONG SAID WESTERLY LINE NORTH 14°51'48" EAST, 153 52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BED OF LAKE TAHOE BELOW THE LINE OF NATURAL ORDINARY HIGH WATER AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS TO THE LAND WATER WARD OF THE LINE OF NATURAL ORDINARY HIGH WATER OR, IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED, EXCEPTING ANY PORTION LYING BELOW AN ELEVATION OF 6,221.00 FEET, LAKE TAILOE DATUM ESTABLISHED BY NRS 321.595.

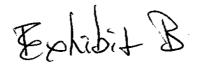
PARCEL 2

AN EASEMENT FOR DRIVEWAY AND UTILITY PURPOSES AS SET FORTH IN THE GRANT, BARGAIN AND SALE DEED RECORDED MAY 3, 2002 IN BOOK 502, PAGE 1276, DOCUMENT NO. 541424.

NOTE. THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED FEBRUARY 13, 2001, IN BOOK 0201, PAGE 02189, AS INSTRUMENT NO 508635

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BK-0406 PG- 3037



DESCRIPTION ADJUSTED A.P.N. 1318-09-810-004

A parcel of land located within a portion of Section 9, Township 13 North, Range 18 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

A portion Lots 6 and 7 of Block C, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267, in the Official Records of Douglas County, Nevada, along with, per NRS 321.595, that portion of land extending lakeward to the boundary of the bed of Lake Tahoe defined as being at the elevation of 6223 feet, Lake Tahoe Datum, more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 7, Block C, said corner being on the westerly right-of-way line of Lake Shore Blvd.;

thence along said westerly right-of-way line, South 36°22'35" East, 58.52 feet; thence leaving said westerly right-of-way line, on an existing rock wall, the following courses:

South 29°27'58" West, 12.90 feet; South 19°39'36" West, 9.65 feet; South 30°30'34" West, 51.10 feet; North 66°18'16" West, 10.34 feet; South 28°36'51" West, 23.06 feet; South 03°28'32" East, 6.82 feet; South 42°42'57" West, 25.86 feet;

thence leaving said rock wall, South 38°08'03" West, 55.65 feet;

thence South 30°16'09" East, 9.64 feet;

thence South 59°43'51" West, 6.79 feet, more or less, to a point on the approximate Low Water Line of Lake Tahoe, at an elevation of 6223 feet, Lake Tahoe Datum;

thence along said approximate Low Water Line, North 45°47'09" West, 62.55 feet to the point of intersection of said approximate Low Water Line with the southwesterly prolongation of the westerly line of said Lot 7;

thence along said prolongated line, North 34°51'48" East, 203.52 feet to **THE POINT OF BEGINNING**, containing 11,473 square feet, more or less.

The basis of bearing of this description is North 84°45'00" West along the southerly right-of-way line of Lake Shore Boulevard, as shown on that certain Amended Map of Subdivision No.2 of Zephyr Cove Properties Inc., recorded August 5, 1929, as File No. 267 in the Official Records of Douglas County, Nevada

Note:

Refer this description to your title company

before incorporating into any legal document

Prepared By:

R.O. ANDERSON ENGINEERING, INC.

P.O. Box 2229

Minden, Nevada 89423



BK- 0406 PG- 3038 04/07/2006