

OFFICIAL RECORD

Requested By:

FISERV LENDING SOLUTIONS

Assessor Parcel No(s):
1220-17-101-007

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0706 PG- 3891 RPTT: 0.00



RECORDING REQUESTED BY AND

WHEN RECORDED MAIL

TO:



Fiserv Lending Solutions
✓ 27 Inwood Rd.
Rocky Hill, CT 06067

SEND TAX NOTICES TO:

KEITH HELLWINKEL
CAROL A
HELLWINKEL
978 EDNA DR
GARDNERVILLE, NV
89460-7582

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 22, 2006, is made and executed between between KEITH HELLWINKEL AND CAROL A HELLWINKEL, MARRIED TO EACH OTHER WHOSE ADDRESS IS 978 EDNA DR GARDNERVILLE NV 89460-7582 ("Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 2, 2004 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

0631275 BK 1204 PG02949 2004 DEC 7.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein. AFFIRMATION THAT SOCIAL SECURITY NUMBER IS EXCLUDED. The undersigned hereby affirms that there is no Social Security number contained in this document.

The Real Property or its address is commonly known as 978 EDNA DR, GARDNERVILLE, NV

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89460-7582.

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

THE PRINCIPAL AMOUNT SECURED BY THE DEED/MORTGAGE IS CHANGING FROM 50,000.00 TO 100,000.00. THE MATURITY DATE DESCRIBED IN THE DEED/MORTGAGE IS CHANGING TO 05/22/2031.

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



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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, 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 MAY 22, 2006.

GRANTOR:

x 

KEITH HELLWINKEL

x 

CAROL A HELLWINKEL



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LENDER:

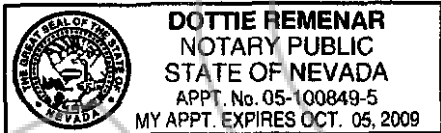
BANK OF AMERICA, N.A.

[Signature]
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 22 MAY 2006 by KEITH HELLWINKEL and CAROL A HELLWINKEL.



[Signature]
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

SCHEDULE A

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

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. AND M., PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 40 MINUTES 31 SECONDS WEST A DISTANCE OF 4978.42 FEET, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF CENTERVILLE LANE, AT THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO ROBERT F. CERVENAK, ET AL, RECORDED DECEMBER 22, 1967, IN BOOK 56 OF OFFICIAL RECORDS AT PAGE 232, DOUGLAS COUNTY, NEVADA, RECORDS; THENCE SOUTH 0 DEGREES 20 MINUTES 41 SECONDS EAST ALONG THE EASTERLY LINE OF SAID CERVENAK, ET AL, PARCEL, BEING IDENTICAL WITH THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO ROBERT W. MULLINS, BY AGREEMENT RECORDED JANUARY 30, 1968, IN BOOK 57 OF OFFICIAL RECORDS AT PAGE 135, DOUGLAS COUNTY, NEVADA, RECORDS, A DISTANCE OF 493.03 FEET TO A POINT IN SAID EASTERLY LINE, AT THE SOUTHWESTERLY CORNER OF SAID MULLINS PARCEL, ABOVE REFERRED TO, THE TRUE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 33 MINUTES 30 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID MULLINS PARCEL A DISTANCE OF 303.01 FEET TO THE SOUTHEASTERLY CORNER OF SAID MULLINS PARCEL, THE NORTHEASTERLY CORNER HEREOF; THENCE SOUTH 1 DEGREE 34 MINUTES WEST A DISTANCE OF 302.36 FEET TO THE SOUTHEASTERLY CORNER HEREOF; THENCE SOUTH 87 DEGREES 52 MINUTES WEST A DISTANCE OF 291.85 FEET, TO THE SOUTHWESTERLY CORNER HEREOF, BEING IDENTICAL WITH THE SOUTHEASTERLY CORNER OF THE CERVENAK; ET AL, PARCEL ABOVE REFERRED TO; THENCE NORTH 0 DEGREES 20 MINUTES 41 SECONDS WEST, ALONG SAID CERVENAK, ET AL, PARCEL A DISTANCE OF 318.02 FEET, TO THE TRUE POINT OF BEGINNING

PARCEL ID: 1220-17-101-007

PROPERTY ADDRESS: 978 EDNA AVENUE

"PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOCUMENT NO. 413731, IN BOOK 0597, PAGE 5308, ON 5/30/1997"

