

PREPARED BY AND AFTER RECORDING:

RETURN TO: BANK OF AMERICA, N.A.

✓ATTN: Peggy Hulquist

TX5-213-04-05

700 Louisiana St., 4<sup>th</sup> Floor

Houston, TX 77002

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 41.00

BK-0706 PG- 4047 RPTT: 0.00



**MODIFICATION AND EXTENSION AGREEMENT  
(Fixed Rate)**

This Modification and Extension Agreement ("Agreement") is made as of this 5<sup>th</sup> day of **March, 2006** ("Modification Date") by and among **Richard H. Goldstein** ("Borrower," whether one or more) and **Bank of America, N.A.** ("Lender"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lender owns the promissory note dated **February 28, 2001** made by Borrower payable to the order of Lender in the principal face amount of **\$1,755,000.00**, with a final maturity date (including all prior renewals or extensions, if any) of **March 5, 2006** ("Note"). The security for payment of the Note includes (without limitation) the **Deed of Trust** ("Security Instrument") dated **February 28, 2001** executed by Borrower and recorded on March 5, 2001 as Instrument No 0509822 in Book 301 Page 870 in Douglas County, NV.

Defined terms used in this Agreement shall have their respective meanings set forth in the Note, unless the context otherwise indicates.

2. **Principal Balance.** The principal amount evidenced by the Note as of the Modification Date is **\$1,682,953.26** (assumes all payments due have been paid on schedule; interest will accrue on the actual outstanding balance as of the Modification date).

3. **Modification to Note.** The Note shall be and hereby is amended as follows:

A. **Interest.**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **5.50%**.

Interest will accrue on the basis of a 365-day year.

The interest rate is the rate I will pay both before and after any default described in the Note.

B. **Payments.**

(i) **Time of Payments.**

I will pay principal and interest by making payments every **month**.

I will make my payments on the **5th** day of each **month** beginning on **April 5, 2006**. I will make these payments every **month** until I have paid all of the principal and interest and any other charges that I may owe under the Note. My **monthly** payments will be applied to interest before principal. If, on **June 5, 2006**, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

(ii) **Amount of My Payments.**

Each of my **monthly** payments will be in the amount of U.S. **\$9,970.78**.

C. **Late Charge.** Any reference to the imposition of a late charge is deleted in its entirety.

4. **Modification to Security Instrument.** 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 **March 5, 2006 to June 5, 2006.**

5. **Liens.** By this Agreement, all liens, security interests, assignments, superior titles and priorities securing the Note, including but not limited to those under the Security Instrument, are hereby ratified and confirmed as valid and subsisting and continue to secure the Note as modified herein. Nothing in this Agreement shall in any manner impair, diminish or extinguish any of the liens or any covenant, condition, agreement or stipulation in the Note or Security Instrument, and the same except as herein modified shall continue in full force and effect.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

**THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Executed on May 30, 2006 to be effective as of the date first set forth above.

  
Richard H. Goldstein - (BORROWER)

Address of Borrower:  
100 N. Broadway  
St. Louis, MO 63102

**BANK OF AMERICA, N.A.**

By: Inua Creek  
Name: Inua Creek  
Title: AVP

Address of Lender:  
700 Louisiana St. 4<sup>th</sup> Floor  
Houston, TX 77002

State of NEVADA  
County of Douglas

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2006 by **Richard H. Goldstein**.

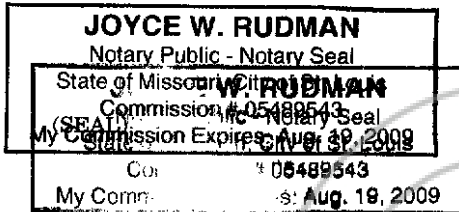
(SEAL)



Julia Blair  
Notary Public  
My commission expires: 7/11/09

State of Missouri  
County of St. Louis

The foregoing instrument was acknowledged before me this 30 day of May, 2006 by Tricia Creek as Asst. Vice President of **Bank of America, N.A.**, on behalf of said association.



Joyce W Rudman  
Notary Public  
My commission expires: 8/19/2009

