

OFFICIAL RECORD

Requested By:  
STEWART TITLE OF DOUGLAS

COUNTY  
Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00  
BK-0806 PG-1809 RPTT: 0.00



**AFTER RECORDED RETURN TO:**  
Bank of America, N.A.  
ATTN: Construction  
9000 Southside Blvd., Ste. 700  
Jacksonville, FL 32256  
PARCEL NUMBER: 1221-19-000-003  
LOAN NUMBER: 6331127511

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

050701543

**NOTE AND SECURITY INSTRUMENT  
MODIFICATION AGREEMENT**

The State of Nevada  
County of Douglas

KNOW ALL MEN BY THESE PRESENTS:

Recitals

This agreement ("Modification Agreement") is made on July 01, 2006, between Calvin L. Dibble and Linda L. Dibble, Co-Trustees of the Calvin L. Dibble and Linda L. Dibble Family Trust dated April 27, 2000, (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 July 26, 2005, in favor of Bank of America, N.A. and as such, Note and Security Instrument was modified on March 03, 2006. The principal outstanding under the Note on March 03, 2006 was \$800,000.00. References to the Note and Security Instrument in the Modification Agreement shall, unless the context requires otherwise, be deemed to refer to Note and Security Instrument as modified hereby. The Security Instrument has been recorded in/under 8/1/05, Book 805, Page 520, \* of the Official Records of Real Property of Douglas County, Nevada, covering property described as follows:

\*Document No. 651065

See Exhibit "A" 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 **September 01, 2006** to **August 01, 2006**.

The Maturity Date is changed from **August 01, 2036** to **July 01, 2036**.

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

The "Rollover Date" as defined therein is changed from **August 01, 2006** to **July 01, 2006**.

**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 **August 01, 2036** to **July 01, 2036**.

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.

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 \_\_\_\_\_ day of \_\_\_\_\_ to be effective **July 01, 2006**.



Calvin L. Dibble Trustee

7/22/06

Calvin L. Dibble, Individually and as Trustee of the Calvin L. and  
Linda L. Dibble Family Trust dated 4/27/00 for the benefit of Calvin L.  
Dibble

Linda L. Dibble Trustee

7/22/06

Linda L. Dibble, Individually and as Trustee of the Calvin L. and  
Linda L. Dibble Family Trust dated 4/27/00 for the benefit of Linda L.  
Dibble

Individual Acknowledgment

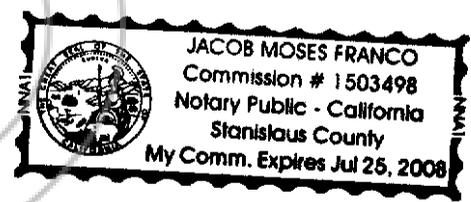
STATE OF California, San Joaquin County

This instrument was acknowledged before me, on July 22, 2006, by Calvin L. Dibble  
and Linda L. Dibble, Individually and as Co-Trustees of the Calvin L. and Linda L. Dibble Family Trust  
date 4/27/00.

Jacob Moses Franco  
Notary Public

Jacob Moses Franco  
Name and title

My commission expires: July 25, 2008



ACCEPTED AND AGREED TO BY  
THE OWNER AND HOLDER OF SAID NOTE:  
BANK OF AMERICA, N.A.

By: Freida L. Clement  
Name: Freida L. Clement  
Title: Vice President

Witness: Rogers Benful

Witness: Christina Gutierrez

Corporate Acknowledgement

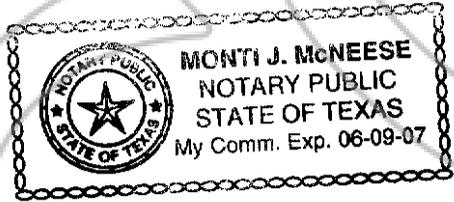
STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Freida 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 25th day of JULY  
2006

My Commission Expires:  
06-09-07

Monti McNeese  
Notary Public in and for  
The State of Texas  
Name: Monti McNeese



**EXHIBIT "A"  
LEGAL DESCRIPTION**

Order No.: 050701543

The land referred to herein is situated in the State of Nevada,  
County of DOUGLAS, described as follows:

Situate in the Southwest 1/4 of Section 19, Township 12  
North, Range 21 East, more particularly described as  
follows:

Parcel 2, as set forth on Parcel Map #LDA 99-007 for  
Thompson Family Trust filed for record in the Office of the  
County Recorder on May 11, 1999, in Book 599, Page 1918, as  
Document No. 467735, Official Records.

ASSESSOR'S PARCEL NO. 1221-19-002-003

