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DOC # 0692324
01/08/2007 03:06 PM Deputy: SD

OFFICIAL RECORD

Requested By:
FISERV LENDING SOLUTIONS

1419-01-701-012
APN 13-052-050

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 20.00
BK-0107 PG- 2233 RPTT: 0.00



Send Tax Statement to:
(Borrower's Name & Primary Residence)

Gary A. Baugh Sr.
Michele H. Baugh
3071 Cindy's Trail
Carson City, NV 89705-6819

Recording Requested By:

Name Bank of America
Address 9000 Southside Blvd.
City/State/Zip Jacksonville, Florida 32256

Record and Return To:
United General Title Ins.
Fiserv-27 Inwood Road
Rocky Hill, CT 06067

DEED OF TRUST

(Title of Document)

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).

Adrienne Cummings
Signature Adrienne Cummings

DE/RECORDING REVIEW ASSOC.

Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2.

(Additional recording fees applies)

This cover page must be typed or printed.

**WHEN RECORDED MAIL
TO:**



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

**SEND TAX NOTICES TO:
GARY A BAUGH SR
MICHELE H BAUGH
3671 CINDY'S TRAIL
CARSON CITY, NV
89705-6819**

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated March 9, 2006, is made and executed between between **GARY A BAUGH SR AND MICHELE H BAUGH, MARRIED TO EACH OTHER** ("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 March 23, 2005 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED: 06/08/2005 INSTRUMENT #0646342.

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 Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as **3671 CINDY'S TRAIL, CARSON CITY, NV 89705-6819.**

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

THE PRINCIPAL AMOUNT SECURED BY THE DEED/MORTGAGE IS CHANGING FROM \$100,000.00 TO \$250,000.00 THE MATURITY DATE DESCRIBED IN THE



**MODIFICATION OF DEED OF TRUST
(Continued)**

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DEED/MORTGAGE IS CHANGED TO 03/09/2031.

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 endorser 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 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



**MODIFICATION OF DEED OF TRUST
(Continued)**

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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").

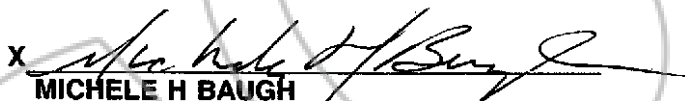
Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or 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 MARCH 9, 2006.

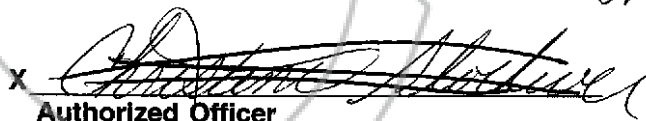
GRANTOR:

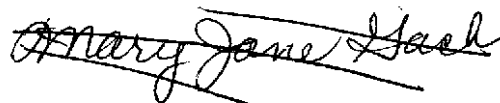
X 
GARY A BAUGH SR

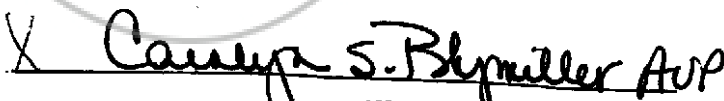
X 
MICHELE H BAUGH

LENDER:

BANK OF AMERICA, N.A.

X 
Authorized Officer



X 
Carolyn S. By Miller
AVP, Operations Manager

~~Mary Jane Gack
Authorized Officer~~



MODIFICATION OF DEED OF TRUST

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

)
) SS
)

This instrument was acknowledged before me on 3/15/2006 by GARY A BAUGH SR and MICHELE H BAUGH.



Christine Slothower

(Signature of notarial officer)

Notary Public In and for State of NV

(Seal, if any)

**MODIFICATION OF DEED OF TRUST
(Continued)**

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LENDER ACKNOWLEDGMENT

STATE OF Florida

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) SS

COUNTY OF Duval

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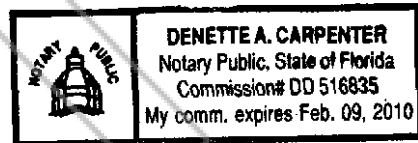
This instrument was acknowledged before me on June 16, 2000 by
Carolyn S. Blymiller, AWP as designated agent of Bank of America,
na

Denette A. Carpenter

(Signature of notarial officer)

Notary Public in and for State of Florida

(Seal, if any)



G087A196

SCHEDULE A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS:

ALL THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 19 EAST, M. D. B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 1, 6, 7, AND 12, IN TOWNSHIP 14 NORTH, RANGE 19 EAST AND 14 NORTH, RANGE 20 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 1, NORTH 0 DEGREES 05' 45" WEST A DISTANCE OF 2,642.16 FEET; THENCE SOUTH 89 DEGREES 23' 30" WEST A DISTANCE OF 971.10 FEET; THENCE SOUTH 0 DEGREES 05' 45" EAST A DISTANCE OF 352.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 23' 30" EAST A DISTANCE OF 226.87 FEET; THENCE SOUTH 0 DEGREES 05' 45" EAST A DISTANCE OF 176.00 FEET; THENCE SOUTH 89 DEGREES 23' 30" WEST A DISTANCE OF 226.87 FEET; THENCE NORTH 0 DEGREES 05' 45" WEST A DISTANCE OF 176.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL ALSO BEING KNOWN AS PARCEL 1, SHOWN ON THE RECORD OF SURVEY FILE IN THE OFFICE OF THE DOUGLAS COUNTY, RECORDER ON JANUARY 22, 1973 AS DOCUMENT NO. 63803.

PARCEL ID: 13-052-050

"PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED WITH DOCUMENT NO. 497535, IN BOOK 800, PAGE 2099, ON 8/11/2000"

