

DOC # 0696291
03/02/2007 03:36 PM Deputy: GB

OFFICIAL RECORD

Requested By:
STEWART TITLE OF DOUGLAS

COUNTY
Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0307 PG- 872 RPTT: 0.00



AFTER RECORDED RETURN TO:
Bank of America, N.A.
ATTN: Construction
9000 Southside Blvd., Ste. 700
Jacksonville, FL 32256
PARCEL NUMBER: 1319-10-111-002
LOAN NUMBER: 6979207112

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

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 **December 01, 2006**, between **Daniel P. Dykes and Nadine Chekowitz-Dykes, husband and wife**, (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 dated **June 01, 2006**, in favor of **Bank of America, N.A.** and any previous modification(s) thereof, said Note being in the original principal amount of **\$450,000.00**, said Security Instrument having been recorded in/under **Doc #0676615 BK 0606 PG 1334 on 6/5/2006** of the Official Records of Real Property of **Douglas County, Nevada**, covering property described as follows:

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 shown in "Attachment A", attached hereto and made a part hereof for all purposes.

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 20th day of December to be effective December 01, 2006.

Daniel P. Dykes
Daniel P. Dykes

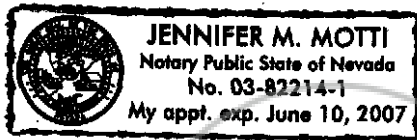
12-20-06
Date

Nadine Chekowitz-Dykes
Nadine Chekowitz-Dykes

12/20/06
Date

STATE OF NEVADA, Douglas County

This instrument was acknowledged before me on December 20, 2006, by Daniel P. Dykes and Nadine Chekowitz-Dykes.



Jennifer M. Motti
Notary Public

Jennifer M. Motti, Notary Public
Name and title

My commission expires: June 10, 2007



Loan No.: 6979207112

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of DOUGLAS, described and follows:
Lot 96 as set forth on the final map of GENOA LAKES PHASE 3 UNIT 2, A Planned Unit Development,
recorded May 1, 1995, IN Book 595 of Official Records at Page 78, Douglas County, Nevada as Document
No. 361251 Assessors Parcel No. 1319-10-111-002

(R&A) RA0108335 - exhibitA.ra - 12/30/2004