

I the undersigned
hereby affirm that
this document
submitted for
recording does not
contain a Social
Security Number.

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0307 PG- 8726 RPTT: 0.00



[Handwritten Signature]

Signature

Escrow

Title

03-27-2007
Date

Assessor Parcel No(s):
1318-23-314-002 ,
003 & 020

WHEN RECORDED MAIL
TO:
Colonial Bank, N.A.
Business Banking
Center
P.O. Box 32845
Palm Beach Gardens,
FL 33420

SEND TAX NOTICES TO:
Colonial Bank, N.A.
Stateline
229 Kingsbury Grade
Stateline, NV 89449

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

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

Loan No: 8037144980

Page 2

THIS MODIFICATION OF DEED OF TRUST dated March 27, 2007, is made and executed between between Alfred R. Villalobos, an unmarried man ("Grantor") and Colonial Bank, N.A., whose address is Stateline, 229 Kingsbury Grade, Stateline, NV 89449 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 13, 2005 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Deed of Trust in the original amount of \$600,000.00 and recorded on 12-13-2005 in Book 1205, Page 6213, as Instrument No. 0663328 .

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

Unite 16, 18 and 20, set forth on that map entitled Condominium map Lake Village Professional Building, recorded June 1, 1979 in Book 679 of Official Records at Page 83, Douglas County, Nevada.

Together with an undivided interest in the common area as set forth and defined by that document recorded April 30, 1980 in Book 480 of Official records at page 1788, Douglas County, Nevada.

The Real Property or its address is commonly known as 295 Highway 50, Suite 16, 18 & 20, Zephyr Cove, NV 89448.

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

1. Current outstanding principal balance of the obligation secured by the Deed of trust is \$570,745.39 and the interest has been paid current
2. The indebtedness is hereby modified and increased by \$829,254.61, the future advance amount, to an aggregate amount of \$1,400,000.00 as evidenced by a Promissory Note dated March 27, 2007 executed by Grantor in favor of Lender (the "Note")
3. All the other terms and conditions of said Deed of Trust remain the same except as modified pursuant to the terms and conditions of the Promissory Note of an even date.

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.



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

Loan No: 8037144980

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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 27, 2007.

GRANTOR:

x Alfred R. Villalobos
Alfred R. Villalobos

LENDER:

COLONIAL BANK, N.A.

X _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)

) SS

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 3-27-07 by Alfred R. Villalobos.



(Seal, if any)

Jodi O. Stovall
(Signature of notarial officer)

Notary Public in and for State of Nevada



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 8037144980

Page 3

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GRANTOR:

X Alfred R. Villalobos
Alfred R. Villalobos

LENDER:

COLONIAL BANK, N.A.
X Authorized Officer - Frank Dunn

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 3-27-07 by Alfred R. Villalobos.



(Seal, if any)

Jodi O. Stovall
(Signature of notarial officer)
Notary Public in and for State of Nevada

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 8037144980

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)
) SS
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This instrument was acknowledged before me on March 27, 2007 by Frank Dunn
as designated agent of _____

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

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