11/08/2007 02:58 PM Deputy: SD OFFICIAL RECORD Requested By: FISERV LENDING SOLUTIONS

> Douglas County - NV Werner Christen - Recorder

Page: 5 Fee:

BK-1107

18.00 0.00

PG- 2433 RPTT:

Rusmisel, Roger S

Record and Return To: **United General Title Ins** Fisery - P.O. BOX 2590 Chicago, IL 60690

Loan Number: 68181003012199

[Space Above This Line For Recording Data]

MODIFICATION OF SECURITY INSTRUMENT

(Home Equity Line of Credit)

This Modification of Security Instrument ("Modification"), made this 17th day of OCTOBER ROGER S RUSMISEL, MARGARET R RUSMISEL 2007 between

("Borrower") and

Bank of America, NA, National Banking Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Riders, if any, dated JANUARY 16, 2004 and recorded in Book or Liber , instrument or document number 0603624 at page(s) Records of of the Land DOUGLAS, NEVADA

[County and State, or other Jurisdiction] [Name of Records]

and (2) the Agreement, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2162 MEL DR, GARDNERVILLE, NEVADA 89410-6159

the real property described being set forth as follows: SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

The Principal amount secured by the Security Instrument is changing from \$ 100,000.00 . The maturity date described in the Security Instrument is changed to to \$125,000.00 OCTOBER 17, 2032

ROGER S RUSMISEL/995072771753550

CONTINUING VALIDITY. Except as expressly provided in the Modification paragraph above, the terms of the original Security Instrument shall remain in full force and effect. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Agreement and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Borrower also shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

| ROGER S RUSMISEL | (Seal) -Borrower | MARGARET R RUSMISEL | MUSEC (Seal) -Borrower |
|------------------|---------------------|---------------------|---------------------------|
| | | | |
| | (Seal) -Borrower | | (Seal) -Borrower |
| | (Scal) -Borrower | | (Seal) -Borrower |

LENDER:

BANK OF AMERICA, N.A.

Authorized Officer

ROGER S RUSMISEL/995072771753550

MODIFICATION OF SECURITY INSTRUMENT MSIPP.BOA 03/28/07

Page 2 of 4

DocMagic @Forms 800-649-1362 www.docmagic.com

PG- 2434 11/08/2007

| [Space Below This Line For Acknowledgment] |
|---|
| State of) |
| County of DOUGLAS) ss. |
| on Cot 17: 2007 before me, KAren Creen, whoy ablic |
| personally appeared ROGER S RUSMISEL, MARGARET R RUSMISEL |
| |
| |
| personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. |
| KAREN CREEL NOTARY PUBLIC STATE OF NEVADA APPT. No. 92-1441-5 MY APPT. EXPIRES JAN. 11, 2010 |

NOTARY SEAL

ROGER S RUSMISEL/995072771753550 MODIFICATION OF SECURITY INSTRUMENT MSIPP.BOA 03/28/07

Page 3 of 4

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BK- 1107 PG- 2435 11/08/2007

LENDER ACKNOWLEDGMENT

| State of) | \ |
|---|----------------------------|
| County of Douglas) ss. | \ |
| On this 17 day of Oct 07. hefore me, the undersigned Notary P | ublic, |
| personally appeared <u>EWebb</u> . | , |
| and known to me to be the Personal Bauker. | 7 / |
| authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through it directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is to execute this said instrument and that the seal affixed is the corporate seal of said Lender. By: Residing at: 1372 Hastings Notary Public in and for the State of: | its board of authorized |
| Notary Public in and for the State of: Gwdneville W | ! |
| NV 80 | 4416 |
| My commission expires: 1-11-2016 | |



KAREN CREEL **NOTARY PUBLIC** STATE OF NEVADA APPT. No. 92-1441-5 MY APPT. EXPIRES JAN. 11, 2010

H290FHCR

SCHEDULE A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 27 OF FISH SPRINGS ESTATES, ACCORDING TO THE MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON 08/30/1973, AS DOCUMENT NO. 68451.

PROPERTY ADDRESS: 2162 MEL DRIVE

ASSESSOR'S PARCEL NO. 1221-06-001-026



0712780 Page: 5 Of 5 11/08/2007