

19

OFFICIAL RECORD

Requested By:

FISERV LENDING SOLUTIONS

The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-1107 PG- 6394 RPTT: 0.00

Assessor Parcel No(s): 1318-23-810-110



RECORDATION REQUESTED BY:

COLONIAL BANK, N.A.; Stateline Branch; 229 Kingsbury Grade; Stateline, NV 89449



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

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 29, 2007, is made and executed between DAVID E PROBERT and DARLENE R PROBERT, HUSBAND AND WIFE, whose address is P O BOX 601, ZEPHYR COVE, NV 89448 ("Grantor") and COLONIAL BANK, N.A., whose address is Stateline Branch, 229 Kingsbury Grade, Stateline, NV 89449 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 31, 2002 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

Deed of Trust dated 10/31/02 and recorded on 11/7/02 in O.R. Book 1102 and Page 2906 of the Public Records of DOUGLAS COUNTY, NEVADA.

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 Mortgage and made a part of this Mortgage as if fully set forth herein. THIS IS THE HOMESTEAD PROPERTY OF THE MORTGAGOR.

The Real Property or its address is commonly known as 161 JUNIPER DRIVE, STATELINE, NV 89449. The Real Property tax identification number is 1318-23-810-110.

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

The Deed of Trust referenced above has been changed as follows:

- 1) The just indebtedness in the original amount of \$100,000.00 as a Revolving Line of Credit and having a current outstanding principal balance of \$60,848.92 shall remain as the same principal amount of \$100,000.00 as an Open End Note.
- 2) Interest rate and repayment schedule is further defined in the Promissory Note of even date herewith.

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

Loan No: 8035448813

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4) The Maturity Date of Mortgage shall also be extended to OCTOBER 29, 2022.

This Deed of Trust consolidates and modifies that certain Credit Agreement and Disclosure #8035448813 dated 10/31/02 in the original principal amount of \$100,000.00 and having an outstanding principal balance of \$60,848.92.

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.

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 OCTOBER 29, 2007.

GRANTOR:

x *David E Probert*
DAVID E PROBERT

x *Darlene R Probert*
DARLENE R PROBERT



MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

COLONIAL BANK, N.A.

[Signature]

X _____
Authorized Officer

[Signature]

Pat Padilla VP

INDIVIDUAL ACKNOWLEDGMENT

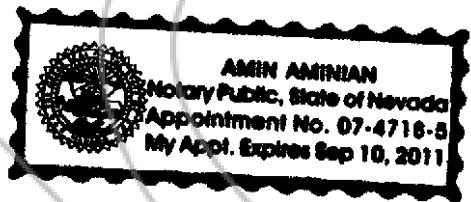
STATE OF Nevada)

COUNTY OF Douglas) SS)

This instrument was acknowledged before me on 10/29/07 by DAVID E PROBERT.

[Signature]

(Signature of notarial officer)



Notary Public in and for State of NV

(Seal, if any)

MODIFICATION OF DEED OF TRUST

Loan No: 8035448813

(Continued)

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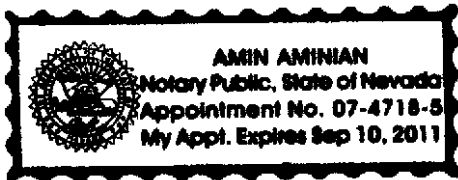
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)
) SS
)

This instrument was acknowledged before me on 10/22/07 by DARLENE R PROBERT.



(Seal, if any)

[Signature]

(Signature of notarial officer)

Notary Public in and for State of NV



MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

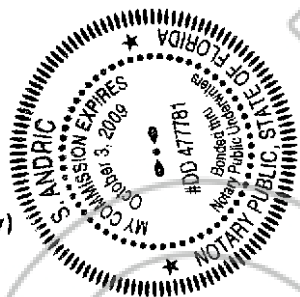
STATE OF Florida

COUNTY OF Hillsborough

)
) SS
)

This instrument was acknowledged before me on Nov. 2nd 2007 by Pat Padilla VP as designated agent of Colonial Bank

[Signature]
(Signature of notarial officer)
Notary Public in and for State of FL



(Seal, if any)

H319F9BK

SCHEDULE A

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

LOT 5 OF KINGSBURY MEADOWS, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA.

PROPERTY ADDRESS: 161 JUNIPER DRIVE

ASSESSOR'S PARCEL NO. 1318-23-810-110