

APN: 1319-03-710-022

Recording Requested By:
Bank of America, NA

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0608 PG- 2130 RPTT: 0.00



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



Refer, Robert

Loan Number: 68189000922799

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MODIFICATION OF SECURITY INSTRUMENT
(Home Equity Line of Credit) 18.00

This Modification of Security Instrument ("Modification"), made this 21st day of APRIL 2008 between ROBERT REFER, DEBORAH J REFER

("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 DECEMBER 7, 2006 and recorded in Book or Liber 0107 at page(s) 1772 instrument or document number of the Land Records of DOUGLAS, NEVADA [Name of Records] [County and State, or other Jurisdiction]


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 294 GENOA ASPEN CT, GENOA, NEVADA 89411

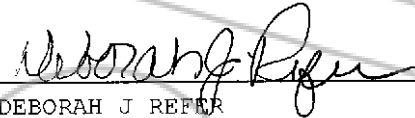
the real property described being set forth as follows:
SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

The Principal amount secured by the Security Instrument is changing from \$ 200,000.00 to \$ 315,000.00 . The maturity date described in the Security Instrument is changed to APRIL 21, 2033

ROBERT REFER/995080951818580
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BQA 03/28/07

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.

 (Seal)
ROBERT REFER -Borrower

 (Seal)
DEBORAH J REFER -Borrower

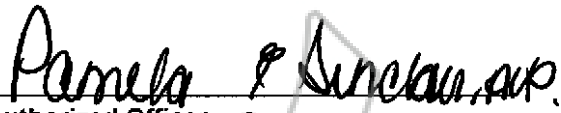
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

LENDER:
BANK OF AMERICA, N.A.

x 
Authorized Officer
Pamela E. Sinclair, AVP

ROBERT REFER/995080951818580
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 03/28/07

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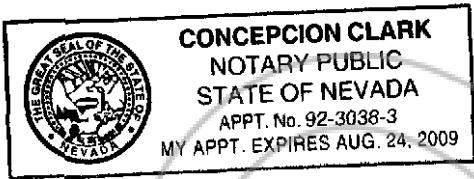
State of NEVADA)
) ss.
County of DOUGLAS)

On 4-21-08th before me, Concepcion M. Clark

personally appeared ROBERT REFER, DEBORAH J REFER

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.



NOTARY SEAL

Concepcion M. Clark
NOTARY SIGNATURE

Concepcion M. Clark
(Typed Name of Notary)

ROBERT REFER/995080951818580
MODIFICATION OF SECURITY INSTRUMENT
MSIPP.BOA 03/28/07



LENDER ACKNOWLEDGMENT

State of FLORIDA)
) ss.
County of DUVAL)

On this 20 day of May, 2008, before me, the undersigned Notary Public,

personally appeared PAMELA E. SINCLAIR

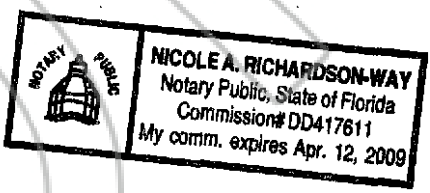
and known to me to be the AVP

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By: [Signature]
NICOLE A. RICHARDSON-WAY
Notary Public in and for the State of:
FLORIDA

Residing at: JACKSONVILLE, FLORIDA 32256

My commission expires: 04/12/2009



1098F021

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DOUGLAS AND STATE OF NEVADA DESCRIBED AS FOLLOWS:

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

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

ALL THAT PORTION OF LOT 28 GENCA LAKES PHASE 1, FILED IN BOOK 393 AT PAGE 3260, OFFICIAL MAPS OF DOUGLAS COUNTY, DOCUMENT NO. 302137 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 28 EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 28; THENCE SOUTH 41°09'39" EAST 148.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GENOA ASPEN COURT; THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE CONCAVE TO THE EAST HAVING A CENTRAL ANGLE OF 13°24'22" AND A RADIUS OF 45.00. SAID CURVE HAVING A CHORD BEARING OF NORTH 37°57'38" EAST; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 45°13'56" WEST 147.02 FEET TO THE POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JULY 16, 1999, BOOK 799, PAGE 2953, AS FILE NO. 472658, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

PARCEL ID: 1319-03-710-022

PROPERTY ADDRESS: 294 GENOA ASPEN CT

