

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.

Borrower also will 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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 29 day of December 08 to be effective January 01, 2009.

Michael C. Cowan 12-29-08
Michael C. Cowan Date

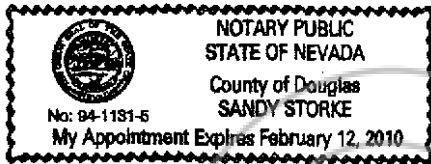
Susan Cowan 12-29-08
Susan Cowan Date

STATE OF NEVADA, Douglas County

This instrument was acknowledged before me on SANDY STORKE, NOTARY PUBLIC, by Michael C. Cowan and Susan Cowan.

Sandy Storke Notary Public
SANDY STORKE, NOTARY PUBLIC Name and title

My commission expires: Feb 12, 2010



ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
BANK OF AMERICA, N.A.

By: Judy L. Beller
Name: Judy L. Beller
Title: Vice President

Witness: Mary D. Garza
D. Garza

Witness: Sarah Renak
Sarah Renak

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF DALLAS

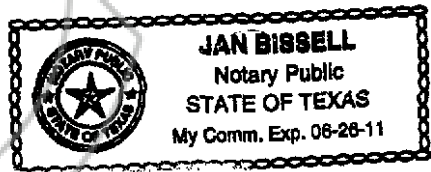
BEFORE ME, the undersigned authority, on this day personally appeared Judy L. Beller, as Vice President of Bank of America, N.A. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of Dec, 2009.

My Commission Expires:
6/26/11

Jan Bissell
Notary Public in and for
The State of Texas

Name:



BK-109
PG-4089

ATTACHMENT A

The Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$390,000.00** to **\$388,990.00**.
The beginning date for monthly payments set forth in paragraph 3 is changed from **March 01, 2009** to **February 01, 2009**.
The Maturity Date is changed from **February 01, 2039** to **January 01, 2039**.
The amount of the monthly payments set forth in paragraph 3, is changed from **\$2,063.92** to **\$2,058.57**.

The Addendum or Rider to Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$390,000.00** to **\$388,990.00**.
The "Rollover Date" as defined therein is changed from **February 01, 2009** to **January 01, 2009**.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from **\$390,000.00** to **\$388,990.00**.
Reference to the maturity date of the debt secured by the Security Instrument is changed from **February 01, 2039** to **January 01, 2039**.

The address of the Property is modified to **1027 Rocky Terrace, Gardenville, NV 89460**.

(DoD) RA0224449A - modagr.bax (attachment a)



BK-109
PG-4090

Loan No.: 6964818808

EXHIBIT "A"

Lot 43, in Block B, as set forth on Final Subdivision Map, Planned Unit Development, PD 03-011 for Rocky Terrace filed in the Office of the County Recorder of Douglas County, State of Nevada on November 30, 2005, in Book 1105, Page 12654, Document No.661875. Assessors Parcel Number 1220-08-812-033

(DoD) RA0224449A - exhibitA.ra - 04/25/2008



BK-109
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