

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0911 PG- 804 RPTT: 0.00



PREPARED BY AND AFTER RECORDING:
RETURN TO: BANK OF AMERICA, N.A.
ATTN: Xochitl Penney
TXS-213-04-05
700 Louisiana St., 4th Floor
Houston, TX 77002

MODIFICATION AND EXTENSION AGREEMENT
(Fixed Rate)

This Modification and Extension Agreement ("Agreement") is made as of this **5th** day of **June, 2011** ("Modification Date") by and among **Richard H. Goldstein** ("Borrower," whether one or more) and **Bank of America, N.A.** ("Lender"). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Background.** Lender owns the Promissory Note dated **February 28, 2001** made by Borrower payable to the order of Lender in the principal face amount of **\$1,755,000.00**, with a final maturity date (including all prior renewals or extensions, if any) of **June 5, 2011** ("Note"). The security for payment of the Note includes (without limitation) the **Deed of Trust** ("Security Instrument") dated **February 28, 2001** executed by Borrower and recorded on March 5, 2001 as Instrument No 0509822 in Book 301 Page 870 in Douglas County, Nevada.

Which has the address of 20 Flieschman Lane, Glenbrook, NV 89413

Defined terms used in this Agreement shall have their respective meanings set forth in the Note, unless the context otherwise indicates.

2. **Principal Balance.** The principal amount evidenced by the Note as of the Modification Date is **\$1,561,536.41**.

A) **Principal Payment.** A principal payment in the amount of **\$537,536.41** will be due and payable upon execution of the modification document resulting in a principal balance of **\$1,024,000.00**.

3. **Modification to Note.** The Note shall be and hereby is amended as follows:

A. **Interest.**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of **3.10%**.

Interest will accrue on the basis of a 365-day year.

The interest rate is the rate I will pay both before and after any default described in the Note.

B. **Payments.**

(i) **Time of Payments.**

I will pay **principal and interest** by making payments every **month**.

I will make my payments on the **5th** day of each **month** beginning on **July 5, 2011**. I will make these payments every **month** until I have paid all of the principal and interest and any other charges that I may owe under the Note. My **monthly** payments will be applied to interest before principal. If, on **June 5, 2016**, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

(ii) **Amount of My Payments.**

Each of my **monthly** payments will be in the amount of U.S. **\$7,122.34**.

C. **Late Charge.** Any reference to the imposition of a late charge is deleted in its entirety.

D. **Maturity Date.** The final maturity date is changed from **June 5, 2011** to **June 5, 2016**.

E. **Modification Fee.** The borrower(s) agree to pay a modification processing fee of **\$2,560.00**.

4. **Modification to Security Instrument.** The Security Instrument shall be and hereby is amended as follows:

Reference to the Maturity Date of the debt secured by the Security Instrument is changed from **June 5, 2011** to **June 5, 2016**.

5. **Liens.** By this Agreement, all liens, security interests, assignments, superior titles and priorities securing the Note, including but not limited to those under the Security Instrument, are hereby ratified and confirmed as valid and subsisting and continue to secure the Note as modified herein. Nothing in this Agreement shall in any manner impair, diminish or extinguish any of the liens or any covenant, condition, agreement or stipulation in the Note or Security Instrument, and the same except as herein modified shall continue in full force and effect.

6. Any term or provision in the Note and/or Security Instrument that is not specifically addressed by this Agreement is hereby ratified and shall remain in full force and effect.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Executed on 19th August, 2011 to be effective as of the date first set forth above.

*Richard H. Goldstein
vs James G. Rittenbaum
his attorney in fact.*

**Richard H. Goldstein
By: James G. Rittenbaum
Attorney in Fact for Richard H. Goldstein
pursuant to the General Durable Power
of Attorney dated April 1, 2011**

Address of Borrower: 20 Flieschman Lane, Glenbrook, NV 89413

BANK OF AMERICA, N.A.

By: *Mark W. Ralls*
Name: MARK W. RALLS
Title: SENIOR VICE PRESIDENT

Address of Lender: 700 Louisiana St. 4th Floor, Houston, TX 77002

State of Missouri
County of St. Louis

The foregoing instrument was acknowledged before me this 19th day of August, 2011
by Richard H. Goldstein, by: James G. Rittenbaum Attorney in Fact for Richard H. Goldstein pursuant to the General
Durable Power of Attorney dated April 1, 2011.

(SEAL)
GREGORY A ERDMANN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: Nov. 16, 2011
07385729

Gregory A Erdmann
Notary Public
My commission expires: 11/16/2011

State of Missouri
County of St. Louis

The foregoing instrument was acknowledged before me this 19th day of
August, 2011 by Mark W. Ralfs as
of Bank of America, N.A., on behalf of said association.

(SEAL)
GREGORY A ERDMANN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: Nov. 16, 2011
07385729

Gregory A Erdmann
Notary Public
My commission expires: 11/16/2011