

DOC # 805205
07/06/2012 02:17PM Deputy: SG
OFFICIAL RECORD
Requested By:
First American Title Minder
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-712 PG-1223 RPTT: 0.00



After recording return to:

Bank of America, N.A.
4161 Piedmont Parkway
Greensboro NC 27410
6818900137XXXX

Prepared by:

Bank of America, N.A.
4161 Piedmont Parkway
Greensboro NC 27410
6818900137XXXX

2429888SC
APN#1220-23-000-011

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MODIFICATION OF SECURITY INSTRUMENT

DEFINITIONS

- (A) "**Modification**" means this document, which is dated 06/13/2012
- (B) "**Borrower**" is RICHARD L CLARK TRUSTEE OF THE RICHARD L CLARK AND LAURA LEE CLARK FAMILY TRUST DATED 02/26/1993, LAURA LEE CLARK TRUSTEE OF THE RICHARD L. CLARK AND LAURA LEE CLARK FAMILY TRUST DATED 02/26/1993, RICHARD L CLARK, LAURA LEE CLARK
- (C) "**Lender**" is Bank of America, N.A., and its successors and assigns.
- (D) "**Agreement**" means that certain home equity line of credit agreement (including any addenda), dated 5/17/2007, signed by Borrower and payable to Lender (or its predecessor in interest), which Agreement establishes an account from which Borrower may obtain credit advances on a revolving basis in an amount not to exceed the original Credit Limit as defined below.
- (E) "**Credit Limit**" means the original principal limit of \$260,000.00 as stated in the Agreement and the Security Instrument.
- (F) "**Security Instrument**" means that certain Mortgage, Deed of Trust, Security Deed or other security instrument (including any riders), dated the same date as the Agreement, securing the Property for repayment of the Agreement, and filed originally as Book 1109 , Page 5453, Instrument# 754456 in the Official Public Records of DOUGLAS County, State of NV.
- (G) "**Property**" means the property described in the attached Exhibit A, which currently has the address of: **656 STONES THROW RD, GARDNERVILLE, NV 89410**

Borrower agrees as follows:

1. Lender and Borrower amend the terms of the Security Instrument as follows:
The Credit Limit is hereby modified to the principal limit of \$100,776.00, not to exceed this amount.

Modification of Security Instrument- Home Equity Line of Credit



2. Nothing in this Modification will invalidate, impair or release any term or condition in the Agreement or the Security Instrument. The Agreement and the Security Instrument will continue in full force and effect. Any term or condition in the Agreement or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Agreement and the Security Instrument, and covenants and agrees to perform and comply with the terms and conditions, as modified in this Modification.
3. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the existing debt.
4. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
5. This Modification is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, or successors and assigns of the respective parties.
6. All capitalized terms not defined in this Modification have the same meaning as in the Agreement or the Security Instrument.

By signing below, Borrower agrees to be bound by the terms of this Modification.

ATTENTION BORROWER

THIS WRITTEN AGREEMENT REPRESENTS 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.

Do not sign below if Section 1 of this Modification is blank or any loan information other than the property's legal description is attached.

WITNESSES (if applicable):

Witness

Witness

Witness

BORROWER:

Richard L Clark

RICHARD CLARK
Laura L Clark

LAURA CLARK

N / A



Witness N/A

ATTENTION NOTARY PUBLIC

NOTE: Amend and complete the notary acknowledgement in accordance with applicable law.

State of NV

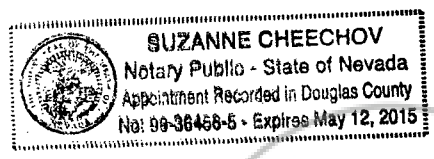
County of Douglas

On 6/26/2012, before me, Suzanne Cheechov
(Date) (Name of Notary Public)

personally appeared Richard Clark and Laura Clark
(Name of Borrowers)

personally known to me / proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

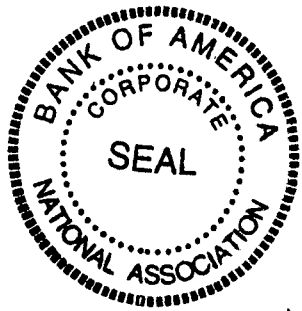
WITNESS MY HAND AND OFFICIAL SEAL.



Suzanne Cheechov
Notary Public



Bank of America, N.A.



By [Signature]
Printed Name Deborah Brown
Title: Assistant Vice President

By [Signature]
Printed Name Jean English
Title: Assistant Vice President

Witness: [Signature]
Tara Grant

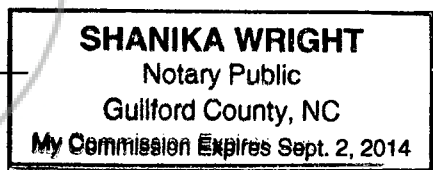
Witness: [Signature]
Cristie Wiley

ACKNOWLEDGMENT

State of North Carolina }
County of Guilford }

On this the Thirteenth day of June, 2012 , before me, Shanika Wright, the undersigned Notary Public, personally appeared Deborah Brown and Jean English, 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
Signature [Signature]
Commission expiration date: 09/02/2014



For California property: I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



EXHIBIT 'A'

PARCEL 1:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATED AND LOCATED IN PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SECTION 23, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1-A AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR S.M.S. ENTERPRISES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JANUARY 10, 1978, IN BOOK 178, PAGE 560, AS DOCUMENT NO. 16584.

EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE DEED FROM RICHARD L. CLARK, ET UX TO WALTER H. NIEMEYER, ET UX, RECORDED FEBRUARY 17, 1982, IN BOOK 282, PAGE 905, AS DOCUMENT NO. 64984, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL 2:

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS ALL THAT CERTAIN PROPERTY SET FROTH AS ACCESS EASEMENT, AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR S.M.S ENTERPRISES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JANUARY 10, 1978 AS DOCUMENT NO. 16584.

A.P.N. 1220-23-000-011