After recording return to:

Bank of America, N.A. 4161 Piedmont Parkway Greensboro NC 27410 6818900102XXXX DOC # 829050

08/16/2013 02:20PM Deputy: PK
 OFFICIAL RECORD
 Requested By:
North American Title - Reno
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-813 PG-4701 RPTT: 0.00

Prepared by:

Bank of America, N.A. 4161 Piedmont Parkway Greensboro NC 27410 6818900102XXXX

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547にS-134からつり MODIFICATION OF SECURITY INSTRUMENT

DEFINITIONS

- (A) "Modification" means this document, which is dated 07/31/2013
- (B) "Borrower" is RYAN G. BROWN, JENEIL LOBATO
- (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 1/12/2007, 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 \$136,900.00 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 0407, Page 0056, Instrument# 0698340 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: 153 COTTONWOOD DR, STATELINE, NV 89449

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 \$64,500.00, not to exceed this amount.

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- 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):		BORROWER:	
		x Anny M	
	Witness	RYAN BROWN	
	Witness	N/A	_
	Witness	N/A	
	Witness	N/A	

Modification of Security Instrument-Home Equity Line of Credit

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ATTENTION NOTARY PUBLIC
NOTE: Amend and complete the notary acknowledgement in accordance with applicable law.
State of NCVADA
County of DOUGLAS
On 8/13/2013 , before me, LETH LEASH (Name of Notary Public)
personally appeared RAN BROWN
(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.
Knitt Leal
Notary Public
KEITH LEAH Notary Public-State of Nevada
APPT. NO. 11-5485-5 My App. Expires August 05, 2015

Modification of Security Instrument-Home Equity Line of Credit

Bank of America, N.A.

Printed Name Cristie Wiley
Title: Assistant Vice President

Witness: Anna Wilkinson

Witness: _____ Sherry McCain

MERICA NATE OF THE PROPERTY OF

<u>ACKNOWLEDGMENT</u>

State of North Carolina

County of Guilford

On this the Thirty-First day of July, 2013, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Jean English and Cristie Wiley, 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 afficial seal.

Signature

Commission expiration date: \$3/02/2014

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



A.P.N.: 1318-26-510-004

Exhibit A

LOT 1, BLOCK B, AS SHOWN ON THE OFFICIAL MAP OF KINGSBURY MEADOWS SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON JULY 5, 1955 IN BOOK 1 OF MAPS, AS DOCUMENT NO. 10542.

