

81787-99



Loan 8250298123

HEALOC and Mortgage Modification

This Agreement is made this 27th day of July, 1999 between Norwest Bank Nevada, National Association, existing under the laws of the United States of America

having its office at 1525 Hwy 395 Gardnerville, NV (the "Bank")

and Kurt G. Cuddy and Linda T. Cuddy (the "Borrower")

residing at 236 Peach Court Gardnerville, NV

and _____ (the "Mortgagor")

residing at _____, _____

Recitals

- The Bank is the holder of the Home Equity Access Line Agreement of the Borrower dated Oct 1 1998, payable to the order of the Bank with the original maximum available principal amount of \$ 350,000.00 ("Note") with a maturity date of October 1, 2008.
- To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated October 1, 1998, subjecting to the lien thereof certain real estate located in Douglas County, NV more particularly described in the Mortgage.
- The Mortgage was filed for record on 10-2-98, in the office of the recorder of the above named county as Document No. 0450965 in Book/Roll 1098 Page/Image 498.
- In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said county in the amount of \$ _____ on _____, and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number _____.
- The Borrower/Mortgagor acknowledges that the Note and the Mortgage (including any previous modifications) are legal and binding obligations, free and clear of any claim, defense or offset.
- The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage as described below.

- b. Amount of Regular Minimum Monthly Payments
- Each regular minimum monthly payment will be calculated on the day the monthly statement is prepared and will be due on the date shown in that statement (which will be approximately 15 days after the day the statement is prepared). Each regular minimum monthly payment will be the following amount (plus any Overline Amount):
- a fixed amount of \$ _____
- a payment that is equal to the greater of \$ _____ or _____ % of the unpaid loan balance.
- These two options may not fully repay the balance owing on this line of credit before the Maturity Date.
- a payment that is equal to the finance charge (and credit insurance premiums, if any) owing. This option will not fully repay the balance owing on this line of credit before the Maturity Date.

3. Finance Charges

- a. Margin
- The daily periodic rate will be increased decreased to 1/365 of an annual rate of _____ % over the "Index Rate" defined in the Note (or as modified).
- If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the annual rate by adding _____ %.
- b. Index Rate
- The "Index Rate" is changed to the highest prime rate published in the Wall Street Journal "Money Rates" table.

4. Other Charges

The fees and charges described below will be due and payable after the close of the billing cycle during which such fees and charges were assessed, on the same due date as the regular minimum monthly payment for that billing cycle (as specified in the monthly statement that the Bank will send for that billing cycle).

- a. Over-the-credit-limit fee:
- The Borrower agrees to pay the Bank a \$ _____ over-the-credit-limit fee each time the Bank, at its sole discretion, makes any loan which (when added to the unpaid loan balance) exceeds the credit limit. (If state law limits this fee to one fee per billing cycle or period, only one over-the-credit-limit fee will be charged during such billing cycle or period.)
- b. Annual fee:
- The Borrower agrees to pay the Bank a \$ _____ annual fee. The annual fee will be charged each year during the billing cycle that falls on the anniversary date of the Note.
- c. Return payment fee:
- The Borrower agrees to pay the Bank a \$ _____ return payment fee for any check or other negotiable instrument made as payment on this line of credit which is returned unpaid for any reason or for any ACH transfer made as payment on this line of credit which is returned unpaid for any reason.
- d. Stop payment fee:
- The Borrower agrees to pay the Bank a \$ _____ stop payment fee if the Borrower notifies the Bank to stop payment on my draft drawn directly on this line of credit.
- e. Late fee:
- The Borrower agrees to pay the Bank a late fee if any regular minimum monthly payment is not paid in full within _____ days of its scheduled due date. The late fee will be equal to:
- \$ _____
- _____ % of the unpaid amount of the scheduled regular minimum monthly payment.
- The _____ of \$ _____ or _____ % of the unpaid amount of the scheduled regular minimum monthly payment.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this agreement agree to the following changes effective on July 27, 1999, (if no date is filled in, the changes are effective as of the day and year first written above): (Check applicable boxes below.)

1. Line Access and Termination

- a. Termination/Maturity Date
- The Borrower/Mortgagor hereby agrees that this line of credit will terminate and the unpaid loan balance of the Note and any unpaid finance charges and other charges will be due and payable in full on _____, _____. No future advances will be made on this line of credit on and after this date. Until that date the Borrower agrees to make monthly payments as disclosed in the Note, or if applicable, as disclosed below.

2. Regular Minimum Monthly Payments

- a. Billing or Automatic Charge for Regular Minimum Monthly Payments
- To repay my loans, the Bank will each month:
- provide the Borrower with a bill stating the total payment due. The total payment due includes the regular minimum monthly payment, together with any past due regular minimum monthly payment(s) and all other charges then due on this line of credit.
- automatically charge the Borrower's checking account # _____ for the regular minimum monthly payment(s) due plus any annual fee due. If this account does not have enough money in it to make this automatic payment, the Bank may, but is not required to, make a loan from this line of credit (in the automatic loan amount) to make the payment. (Any other charges due must be paid separately. The Bank may charge this account for these other charges if they are not paid.)
- automatically charge the Borrower's account with another institution (under the terms of a separate written (ACH) transfer authorization) for the regular minimum monthly payment(s) due plus any annual fee due. (Any other charges due must be paid separately.)

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5. Credit Limit

a. Credit Limit Increase

The Borrower's credit limit is increased to \$ _____.

b. Credit Limit Decrease

The Borrower's credit limit is decreased to \$ 50,000.00.

The lien of the Mortgage secures this line of credit up to the amount of this new credit limit as it is advanced and remains outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the new maximum amount of the line of credit shown above. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

6. Co-Borrower

a. Co-Borrower

The Borrower desires to add _____ as a co-borrower on the Note and _____ agrees to be bound by all of the terms of the Note (including any previous modifications) and this Agreement.

7. Credit Insurance

a. Credit Insurance (revolving)

The Borrower is not required to buy credit insurance. If the Borrower chooses to buy this insurance from the Bank, it will repay the Home Equity Access Line of Credit loans if the Borrower dies, subject to the terms and conditions contained in the Certificate of Insurance.

The daily rate for this insurance and the corresponding amount per \$100 of my average daily balance each month as shown below.

	Single Life Insurance	Joint Life Insurance
Daily rate	_____ %	_____ %
Corresponding cost per \$100	_____ ¢ per \$100	_____ ¢ per \$100

I want to buy the following credit insurance:

Single Credit Life Insurance Joint Credit Life Insurance

Signature

Date of birth

[Handwritten Signature]

UNLESS SECTION 7 IS COMPLETED ABOVE, THIS AGREEMENT DOES NOT INCREASE OR EXTEND ANY REVOLVING CREDIT INSURANCE.

8. Reimbursement

The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording of this Agreement, including any mortgage registry tax that is due.

9. Change-In-Terms

The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Bank will give the Borrower notice of any change that is required by law. The Bank also can make changes that the Bank and Borrower agree to in writing.

10. Stop Payment Conditions

To be effective, a stop payment order (an "order") must contain the Borrower's name and account number, the number and exact amount of the check, and the name of the person to whom the check is payable, and it must be received in a time and manner that gives the Bank a reasonable opportunity to act on it. An order will be in effect for six months; however, the Bank reserves the right to remove an oral order after 14 days if the Borrower fails to confirm the order in writing within that time. The Borrower may renew an order in writing every six months. The Bank may pay a check after an order has expired even though the check is more than six months old. The Bank will have no liability if any of the information the Borrower provides in his or her order is incorrect and the Bank pays the check.

11. Other Terms Remain In Effect

All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner provided in the Note and Mortgage.

NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor) THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact duplicate of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year first written above.

Norwest Bank Nevada, N.A.

Name of bank Minden/Gardnerville

BY: _____

ITS: _____

[Handwritten Signature]
Mortgagor/Borrower KURT G. CUDDY

[Handwritten Signature]
Mortgagor/Borrower LINDA T. CUDDY

Mortgagor/Borrower

Mortgagor/Borrower

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, _____, before me, a _____ in and for said county personally appeared _____, to me personally known, who being by me duly (sworn or affirmed) did say that that person is _____ of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Notary Public _____

State of _____

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

On this 27th day of July, 1999, before me, a notary public personally appeared Kurt G Cuddy and Linda T. Cuddy (husband and wife, a single person, single persons) and _____ (husband and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as a voluntary act and deed.

[Handwritten Signature]
Notary Public _____ Nevada

State of _____

This instrument was drafted by Norwest Bank Nevada, N.A. at Gardnerville, NV



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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$ 9.00 PAID *JS* DEPUTY