

**WHEN RECORDED MAIL TO:**

**WASHINGTON MUTUAL BANK, FA  
540 EAST MAIN STREET, STB2MOD  
STOCKTON, CA 95290  
Attn: Tonya Knight**

LOAN NUMBER: 0036599033

000200369

ADN # 05-172-190  
Space above this line for Recorder's use only

**MODIFICATION OF DEED OF TRUST AND/OR NOTE**

THIS AGREEMENT is made this **14th** day of **December 2000**, by and between **David J. Jones and Denett Jones, Husband and Wife**, hereinafter called Trustor or Borrower, and **Washington Mutual Bank, FA**, hereinafter called Beneficiary or Lender.

**RECITALS**

A. On **April 25, 2000**, Trustor did make, execute and deliver to **Stewart Title of Douglas County**, as Trustee, that certain Deed of Trust in favor of **Washington Mutual Bank, FA**, recorded **May 4, 2000**, as Instrument Number **491301**, in Book **0500**, Page **974-990**, Official Records in the Office of the County Recorder of **Douglas County, State of Nevada**, securing an Adjustable Rate Note in favor of Beneficiary and covering the following described real property:

**LOT 3, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS, NO. 6, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON OCTOBER 30, 1963, AS DOCUMENT NO. 23747.**

COMMONLY KNOWN AS: **667 Lookout Road, Zephyr Cove, NV 89448**

B. Borrower executed the Note dated **April 25, 2000**, Loan Number **0036599033** in the original principal amount of **\$562,500.00** with current balance of **\$558,525.95** as of **December 14, 2000**.

C. The Note and/or the Deed of Trust require one or more changes and/or corrections, and the parties hereto desire to modify said Note and/or Deed of Trust. Borrower has initialed the necessary changes below.

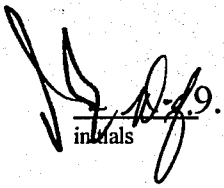
**MODIFICATION**

NOW THEREFORE, Borrower and Lender hereby covenant and agree that the Note together with any Addenda thereto and/or the Deed of Trust together with any Riders thereto shall be modified as follows:

- N/A 1. The legal description in Exhibit "A" is incorrect or inaccurate and the parties hereto agree that the correct legal description of the legal property encumbered by the Deed of Trust is attached hereto as Exhibit "B".  
initials
- N/A 2. The maturity date of the Note and Deed of Trust is erroneously set forth as \_\_\_\_\_, and is hereby modified to correctly reflect a maturity date of \_\_\_\_\_.  
initials
- N/A 3. The interest rate first set forth in the Note and recited in the Adjustable Rate Rider to the Deed of Trust is hereby modified to reflect interest rate as \_\_\_\_\_ % effective with the \_\_\_\_\_ payment and subject to change in accordance with Section 4 of the Note.  
initials
- N/A 4. The Change Date first set forth in section 4(A) of the Note and recited in the Adjustable Rate Rider to the Deed of Trust is erroneously set forth as \_\_\_\_\_, and is hereby modified to correctly reflect the first Change Date as \_\_\_\_\_.  
initials
- N/A 5. The interest rate margin set forth in section 4 (C) of the Note and recited in the Adjustable Rate Rider to the Deed of Trust is set forth as **2.50 %**, and is hereby modified to reflect the interest rate margin as **2.90 %** effective with the **December 1, 2000** payment.  
initials
- N/A 6. The Interest Rate Limit set forth in section 4(D) of the Note and recited in the Adjustable Rate Rider to the Deed of Trust is set forth as **11.50 %** and is hereby modified to reflect the Interest Rate Limit as **12.35 %** effective with the **December 1, 2000** payment.  
initials
- N/A 7. The Payment Change Date first set forth in section 4(E) of the Note and recited in the Adjustable Rate Rider to the Deed of Trust is erroneously set forth as \_\_\_\_\_, and is hereby modified to correctly reflect the first Payment Change Date as \_\_\_\_\_.  
initials
- N/A 8. The payment first set forth in the Note is hereby modified to reflect a payment of \$ \_\_\_\_\_ effective with the **December 1, 2000** payment and subject to change in accordance with Section 4 of the Note.  
initials

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initials

Other:           **Referenced as below**          

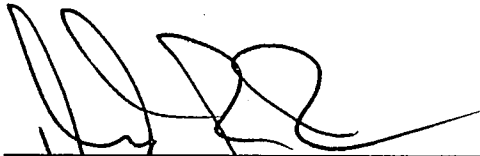
**A. NOTE ADDENDUM: Borrower's Payment Before They are Due  
(Prepayment Fee Clause) is hereby included and shall be made a part hereof.**

10. Except as modified herein, all other terms and conditions of the Note and Adjustable Rate Rider shall remain unchanged and in full force and effect.
11. If action be instituted on said Note and/or Adjustable Rate Rider, Borrower promises to pay to Lender any expenses incurred, including, but not limited to, reasonable attorneys' fees and court costs.
12. This agreement shall be the joint and several obligation of each maker.
13. In the event any provision of said Note or Deed of Trust is held to be invalid, this shall not invalidate any of the remaining provisions of the Note, Deed of Trust or Adjustable Rate Rider.
14. Borrower represents that the property described in said Deed of Trust is subject to no encumbrance subsequent to said Deed of Trust and that no person or entity, other than the undersigned, has any interest in the property.
15. Borrower and Lender agree that in all other respects not inconsistent herewith, the terms of said Deed of Trust together with any Riders thereto, which are incorporated herein by this reference, shall remain in full force and effect and be binding hereon.
16. Trustee is hereby authorized and directed to endorse a memorandum hereof upon said Deed of Trust and Note. This agreement shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.

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In witness whereof, the parties hereto have executed this agreement on the day and year first above written.

**Trustor/Borrower**



David J. Jones



Denett Jones

**Beneficiary/Lender**

**WASHINGTON MUTUAL BANK, FA**

By: 

Name: Jenny Zapien

Its: Assistant Vice President

By: 

Name: Myrna Davis

Its: Assistant Vice President

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THE STATE OF CALIFORNIA

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§  
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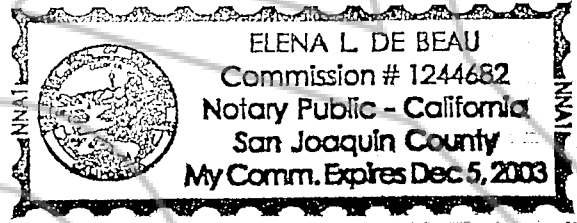
COUNTY OF SAN JOAQUIN

On December 14, 2000 before me, Elena L. De Beau, Notary Public  
(Notary Name and Title)

personally appeared Jenny Zapien and Myrna Davis  
personally known to me 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 on the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elena L. De Beau



(Notarial Seal)

COOPER

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THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Notary Name and Title)

personally appeared \_\_\_\_\_  
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 \_\_\_\_\_

(Notarial Seal)

THE STATE OF ARIZONA §  
COUNTY OF MARICOPA §

On DECEMBER 15, 2000 before me, KEVIN CARROLL - Notary Public  
(Notary Name and Title)

personally appeared DAVID JONES AND DENETT JONES

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 on the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kevin Carroll



(Notarial Seal)

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Order No.: 000200369

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

Lot 3, as shown on the map of ZEPHYR HEIGHTS, NO. 6, filed for record in the office of the County Recorder on October 30, 1963, as document No. 23747.

Assessors Parcel No. 05-172-190



REQUESTED BY  
STEWART TITLE of DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 MAR -9 PM 3: 55

LINDA SLATER  
RECORDER

\$ 1300 PAID BC DEPUTY

STEWART TITLE  
Guaranty Company

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