THIS INSTRUMENT PREPARED BY:

Travis Osterhoudt

WHEN RECORDED RETURN TO: CUSTOM RECORDING SOLUTIONS 2550 NORTH RED HILL AVE. SANTA ANA, CA. 92705 (800) 756-3524 x5011

341095 LOAN NUMBER: 6879823

ASSESSOR PARCEL NUMBER: (280-13-601-018

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

# MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND DISCLOSURE STATEMENT

This Modification Agreement (the "Modification") is made as of February 04, 2002, between Donald W Muren and Judy L Muren (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust, dated September 21, 1998 and recorded 10-7-98, in Book Number 1098, at Page Number 1261, as Document No. 0451207, in the Official Records of the Country of Dovalcas, State of Nevada (the "Security Instrument"), and covering the real property with a commonly known as: 827 CAYUSE DR GARDNERVILLE, NV 89410, and more specifically described as follows:

#### SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

- 1. Amendment to Credit Limit: Paragraph 4 is deleted in its entirety and the following inserted in lieu thereof:
  - "My credit limit under this agreement is \$70,000.00. I promise not to request loans, which will cause the unpaid principal balance of my Account to exceed my Credit Limit. You can increase the Credit Limit at any time without prior notice to me. You can refuse to make loans that cause my obligations under this Agreement to exceed my Credit Limit. You will make loans on my Account based on the "Available Credit Limit" shown on my most recent periodic statement. However, I agree that when I make payments on my Account by check or other non-cash method, you reserve the right to make loans based on the "Available Credit Limit" shown on the last periodic statement issued prior to the most recent periodic statement. In addition to each "Minimum Payment Due," I must pay immediately, without notice or demand from you, any part of the principal balance of my Account that exceeds my Credit Limit."
- 2. Amendment to Margin: Paragraph 5.D. is deleted in its entirety and the following inserted in lieu thereof:
  - "The "Margin" to be used under paragraph 5.C above to determine my ANNUAL PERCENTAGE RATE is 0.375 percentage points."
- 3. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement remain in full force and effect, unaltered by this Modification.
- 4. Effective Date/Limitation on Effect: This Modification will be effective on the first business day of the next month following receipt by Countrywide Home Loans of the completed and signed modification agreement. This Modification is null and void unless executed and returned to Countrywide within thirty (30) days from the above specified date.

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

BORROWER(S)

Donald W Muren

Date

Notary Acknowledgement for Borrower(s)

State of County of Co

Signature

DIANE SACKSON

Notary Public • State of Nevada

Appointment Recorded in Douglas County
No: 94-10025 - Expires January 20, 2006

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#### PLEASE DO NOT WRITE BELOW - COUNTRYWIDE ONLY

**LENDER** 

COUNTRYWIDE HOME LOANS, INC.

Michael Drawdy, First Vice President

Notary Acknowledgement for Lender

State of California County of Ventura

On 2/13/02

before me, B.KNITTLE

personally appeared Michael Drawdy, First Vice President of Countrywide Home Loans, Inc., A New York Corporation personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature B Kuttle

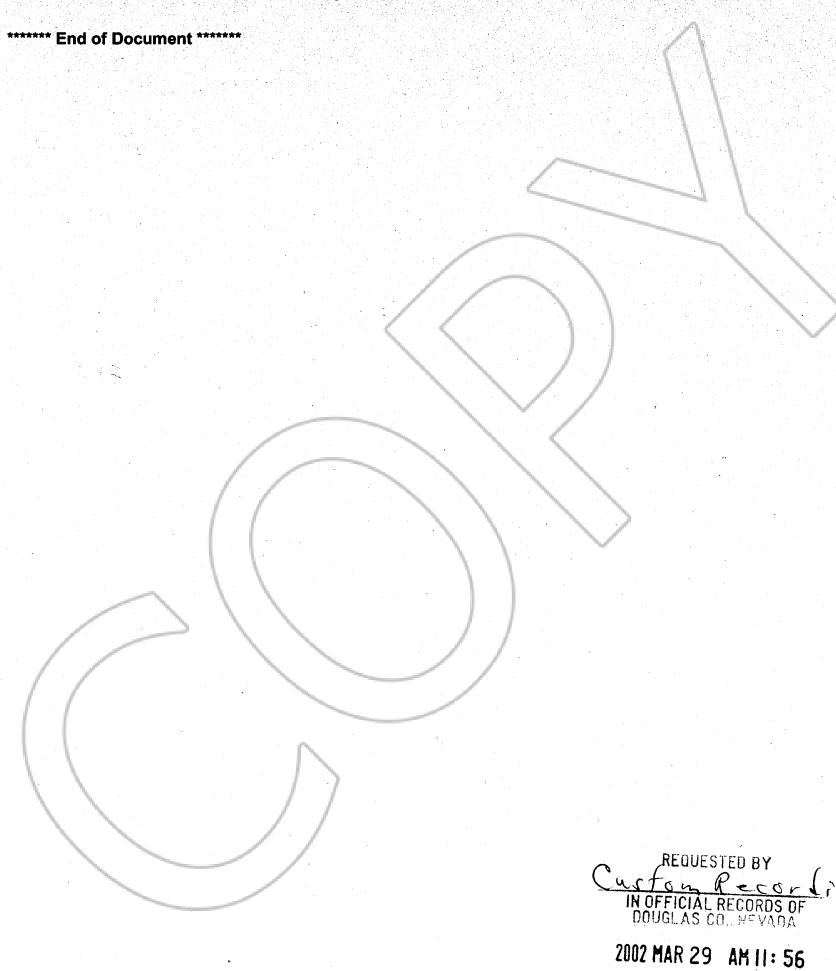
B. KNITTLE
Commission # 1239208
Notary Public - California
Ventura County
My Comm. Februs Oct 22, 2003

### **EXHIBIT A**

## · LEGAL DESCRIPTION

The real property situate in the County of Douglas, State of Nevada, described as follows:

Parcel 17-A as shown on the Parcel Map for ARMON and ALENE DEDMON, filed for record in the office of the Country Recorder of March 29, 1990 in Book 390, Page 3562 as Document No. 222738 of Official Records.



LINDA SLATER RECORDER

\$ 6 PAID K2 DEPUTY

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