

APN 1219-13-000-002

**RECORDING REQUESTED BY**  
Wells Fargo Bank

**WHEN RECORDED MAIL TO**

Wells Fargo Bank, N. A.  
Attn: Subordination Department  
MAC: P6051-013  
18700 NW Walker Rd #92  
Beaverton, OR 97006-2950

2044443

Loan No. 654-654-2206757-0001 BT

**MODIFICATION OF AGREEMENT**

**(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)**

THIS AGREEMENT made this Monday, January 20, 2003 by WELLS FARGO BANK, N.A. ("Lender"), and Benjamin T Disalvo, And Tami Joyce Disalvo, Husband And Wife As Joint Tenants With Right Of Survivorship ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated April 25, 2002 with a credit limit in the amount of \$297,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated April 25, 2002, for the use and benefit of Lender, which was recorded on April 30, 2002 as DOC. NO. 0541102 BK0402 PG10113 of the official records in the Office of the Recorder of Douglas County, State of NV.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$295,160.62 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$1,616.35. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following January 20, 2003 at the rate of \$32.35 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$297,000.00 to \$30,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and

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shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

[Signature]  
Benjamin T Disalvo

[Signature]  
Tami Joyce Disalvo

STATE OF: Nevada )SS  
COUNTY OF: Douglas )

On February 5, 2003 before me the undersigned, a Notary Public in and for said state personally appeared, Tami Joyce Disalvo, 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 acknowledge 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]  
Notary Public in and for said County and State  
*and see attached notary acknowledgement*

NOTARY STAMP OR SEAL  
PATRICIA A. STIRLING  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 00-39551-5 - Expires October 29, 2006

LENDER:

WELLS FARGO BANK, N.A.

BY: [Signature]  
Aaron Rogers, Operations Manager

STATE OF: OREGON )SS  
COUNTY OF: WASHINGTON )

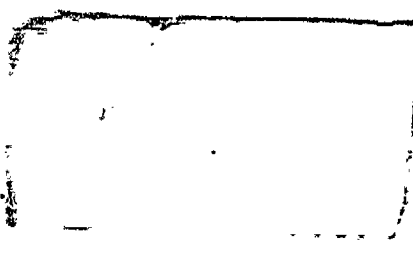
On January 20, 2003 before me the undersigned, a Notary Public in and for said state personally appeared, Aaron Rogers, Operations Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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]  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL  
OFFICIAL SEAL  
CYNTHIA M. STROM  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 353346  
MY COMMISSION EXPIRES JANUARY 8, 2006

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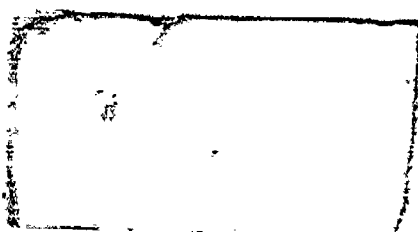
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**SCORRY**

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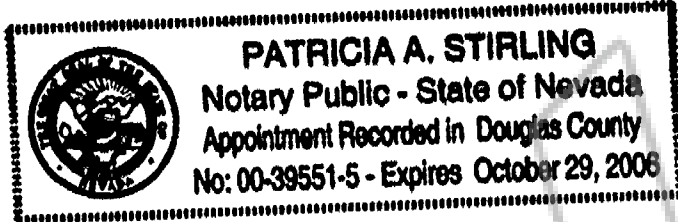
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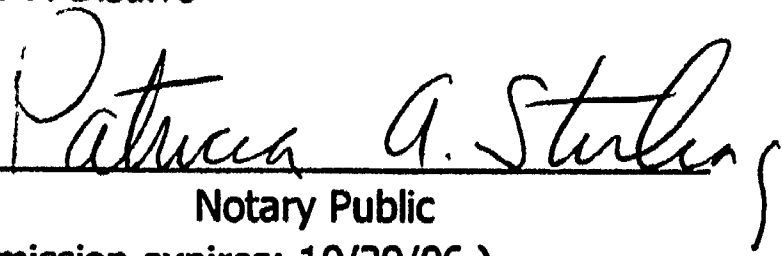


Modification Agreement  
Dated January 20, 2003

STATE OF **NEVADA** )  
 )  
 ) :SS.  
 )  
COUNTY OF **DOUGLAS** )

This instrument was acknowledged before me on  
February 4, 2003 by  
Benjamin T. Disalvo



  
\_\_\_\_\_  
Notary Public  
(My commission expires: 10/29/06)

COOPER

REQUESTED BY  
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2003 FEB -7 AM 11: 06

WERNER CHRISTEN  
RECORDER

\$17<sup>50</sup> PAID KD DEPUTY

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