

Western Title
88758
Fidelity National
5008173

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

WHEN RECORDED MAIL TO:

WASHINGTON MUTUAL BANK, FA
540 EAST MAIN ST STB2EXR
STOCKTON, CA 95290

2004 FEB 26 AM 11:13

WERNER CHRISTEN
RECORDER

LOAN NUMBER: **0072709363**
Prepared By: C. Jimenez-Sepulveda
A.P.N. 1319-18-214-018

\$ 17⁰⁰ PAID *KJ* DEPUTY
Space above this line
for Recorder's use only

MODIFICATION OF DEED OF TRUST AND/OR NOTE

THIS AGREEMENT is made this **17th** day of **November 2003**, by and between I **Michael P Hunter and Cammy L Hunter, Husband and Wife**, as **Community Property with right of Survivorship**, hereinafter called Trustor or Borrower, and Washington Mutual Bank, FA, a federal association hereinafter called Beneficiary or Lender.

RECITALS

A. On **October 16, 2003**, Trustor did make, execute and deliver to **CALIFORNIA RECONVEYANCE COMPANY**, as Trustee that certain Deed of Trust with an **Adjustable Rate Rider** in favor of Washington Mutual Bank, FA, a federal association, recorded **November 10, 2003**, Document No. **596318**, Book **1103**, Page **4013**, 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 18, OF CHALET VILLAGE, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 25, 1977, IN BOOK 1077, PAGE 1472, AS DOCUMENT NO. 14332

COMMONLY KNOWN AS : **465 Andria, Stateline, Nevada 89449**

B. Borrower executed the Note dated **October 16, 2003**, Loan Number **0072709363** in the original principal amount of **\$368,000.00** with a current balance of **\$368,000.00** as of **November 17, 2003**.

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 n/a, and is hereby modified to correctly reflect a maturity date of n/a.
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 the interest rate as n/a% and is subject to change in accordance with Section 4 of the Note.
initials
- CW mg 4. The Interest Rate 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 **December 2008**, and is hereby modified to correctly reflect the first Change Date as **November 2008**.
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 erroneously set forth as n/a n/a%, and is hereby modified to correctly reflect the interest rate margin as n/a%
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 erroneously set forth as n/a%, and is hereby modified to correctly reflect the Interest Rate Limit as n/a%.
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 n/a, and is hereby modified to correctly reflect the first Payment Change Date as n/a.
initials
- N/A 8. The Balloon Rider (Conditional Right to Refinance) to the Deed of Trust erroneously sets forth the new Maturity Date under the New Loan, as defined therein, as n/a, and is hereby modified to correctly reflect the new Maturity Date of the New Loan as n/a.
initials
- N/A 9. Other: _____
initials
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.

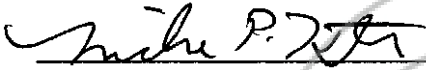
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13. In the event any provision of said Note or Deed of Trust is held to be invalid, this shall not invalidate any of the remaining provisions of the Note, Deed of Trust or Adjustable Rate Rider.
14. Borrower represents that the property described in 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.

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

Trustor/Borrower



Michael P Hunter




Cammy L Hunter

Beneficiary/Lender
WASHINGTON MUTUAL BANK, FA

By: 

Name: Angela Shepard
Its: Assistant Vice President

By: 

Name: Viki Hall
Its: Assistant Secretary

THE STATE OF NEVADA §

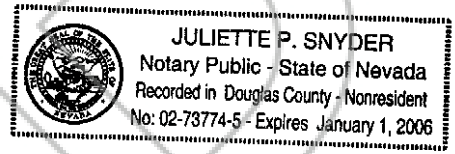
COUNTY OF Douglas §

On November 19, 2003 before me, Juliette P. Snyder
(Notary Name and Title)

personally appeared Michael P Hunter and Cammy L Hunter
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 Juliette P. Snyder



(Notarial Seal)

THE STATE OF CALIFORNIA §

COUNTY OF SAN JOAQUIN §

On 11/25/03 before me, Karen Smith, Notary Public
(Notary Name and Title)

personally appeared Angela Shepard, AVP and Viki Hall, Asst Secretary
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 Karen Smith



(Notarial Seal)

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