

WHEN RECORDED MAIL TO:

WASHINGTON MUTUAL BANK, FA
19820 Plummer Street N070305
Chatsworth, CA, 91311

LOAN NUMBER: 0679114223

Prepared By: V. Mariscal

040102114

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
2004 AUG 23 PM 2:25
WERNER CHRISTEN
RECORDER
\$19⁰⁰ PAID DEPUTY

MODIFICATION OF DEED OF TRUST AND/OR NOTE

THIS AGREEMENT is made this **19** day of **August, 2004** by and between **I KENYON B JARVIS AND JOLINDA B JARVIS, HUSBAND AND WIFE AS JOINT TENANTS** hereinafter called Trustor or Borrower, and Washington Mutual Bank, FA hereinafter called Beneficiary or Lender.

RECITALS

A. On **July 22, 2004** 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, recorded **July 30, 2004** as Instrument No. **0620247**, in Book **5104**, Page **13695**, 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF HEREOF

COMMONLY KNOWN AS: **1388 RANCHO RD, GARDNERVILLE, NV 89460**

B. Borrower executed the Note dated **July 22, 2004** Loan Number **0679114223** in the original principal amount of **\$ 200,000.00** with current balance of **\$ 200,000.00** as of **August 19, 2004**. Upon receipt of the signed and notarized modification all funds applied toward the account shall be reversed and reapplied at the modified terms.

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.
initials

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".

N/A 2.
initials

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.

KBT
JB 3.
initials

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 **1.650%** subject to change in accordance with Section 4 of the Note effective 9/1/04.

N/A 4.
initials

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 n/a, n/a, and is hereby modified to reflect the first Change Date as n/a, n/a.

KBT
JB 5.
initials

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 originally set forth as 2.830%, and is hereby modified to reflect the interest rate margin as **3.440%** effective 9/1/04.

KBT
JB 6.
initials

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 originally set forth as 9.950%, and is hereby modified to reflect the Interest Rate Limit as **10.560%** effective 9/1/04.

N/A 7.
initials

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 , n/a, and is hereby modified to correctly reflect the first Payment Change Date as n/a , n/a.

N/A 8.
initials

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 , n/a, and is hereby modified to correctly reflect the new Maturity Date of the New Loan as n/a , n/a.

KBT
JB 9.
initials

The Monthly Payment set forth in the Note us hereby modified to reflect a payment of \$ 704.73 effective with the September 1, 2004 payment and subject to change in accordance with section 4 of the Note.

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.

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- 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.

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

Trustor/Borrower

Kenyon B. Jarvis

 KENYON B JARVIS

Jolinda B. Jarvis

 JOLINDA B JARVIS

Beneficiary/Lender
WASHINGTON MUTUAL BANK, FA

By: *Robin A. Frieden*

 Name: Robin A. Frieden
 Its: Assistant Vice President

By: _____
 Name: _____
 Its: _____

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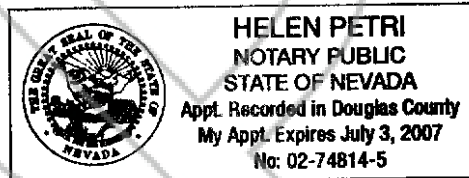
THE STATE OF Nevada §
COUNTY OF Douglas §

On 8/20/04 before me, Helen Petri
(Notary Name and Title)

personally appeared Kenyon B. Jarvis and Jolinda B. Jarvis
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 Helen Petri



THE STATE OF CALIFORNIA §
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 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 _____

State of CALIFORNIA §

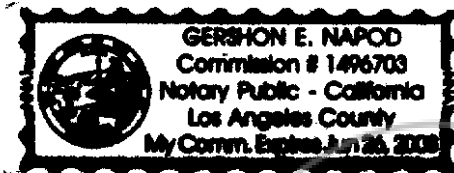
County of LOS ANGELES §

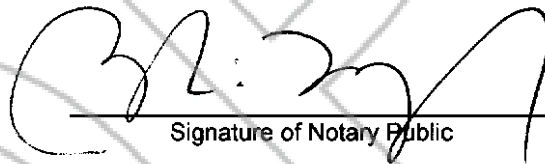
On 8/19/04 before me, GERSHON E NAPOD, Notary Public

personally appeared Robin A Frieden,

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

WITNESS my hand and official seal.




Signature of Notary Public

Description of Attached Document:

Type of Document: Owner to Non Owner Modification

Document Date: August 19, 2004 Loan #: 0679114223

Corporate Officer Title: Assistant Vice President

Signer Is Representing: WASHINGTON MUTUAL BANK, FA

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03-0691-0679114 22-3

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

Lot 149, as shown on the map of GARDNERVILLE RANCHOS UNIT
NO. 7, filed for record in the office of the County
Recorder of Douglas County, Nevada, on March 27, 1974, as
Document No. 72456.

Assessors Parcel No. 1220-27-110-017

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