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REQUESTED BY
Fidelity Net/
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 SEP 14 PM 3:46

WERNER CHRISTEN
RECORDER

\$22⁰⁰ PAID KJ DEPUTY

Recording requested by:
Wells Fargo Bank, N.A. ✓

When recorded return to:
Wells Fargo Bank, N.A. ✓
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT W-FHC

WHEN RECORDED MAIL TO
FIDELITY NATIONAL/LPS
P. O. BOX 13523
IRVINE, CA 92623-9523

State of NEVADA

Space Above This Line For Recording Data

Reference #: 20042062200127

Account #: 0650-650-0810657-1998

MODIFICATION OF MORTGAGE/DEED OF TRUST

1. **DATE AND PARTIES.** This is a Modification of an original Mortgage/Deed of Trust ("Mortgage") dated 07/09/2003, and recorded in the office of the RECORDER, of the above named COUNTY as Document No. N/A, Book 803, Page 9365. The effective date of this Modification is 08/21/2004, and the parties hereto are as follows:

GRANTOR:

JOHN THOMAS MCGOLDRICK AND JOY MATSUE MCGOLDRICK AS TRUSTEES
OF THE JOHN THOMAS MCGOLDRICK AND JOY MATSUE MCGOLDRICK FAMILY TRUST
DATED SEPTEMBER 25, 2002

Address:

232 LIMOUSIN CT GENOA, NV, 89411

BENEFICIARY/MORTGAGEE ("Lender"): Wells Fargo Bank, N.A.

Mailing address: P. O. BOX 31557
BILLINGS, MT 59107

2. **RECITALS.**

A. Lender is the holder of a line of credit agreement from Grantor dated 07/09/2003, having a credit limit in the amount of \$50,000.00 ("Line of Credit").

B. To secure the Line of Credit, Grantor gave Lender a Mortgage of the following described property:

1319-10-110-003
LOT 3, OF THE FINAL MAP OF GENOA HEIGHTS, ACCORDING TO THE MAP THEREOF,
FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF
NEVADA, ON MAY 29, 1990, IN BOOK 590, PAGE 4067, AS DOCUMENT NO. 226870.

with the address of:

232 LIMOUSIN CT GENDA, NV 89411

C. Grantor has executed a Home Asset Management Addendum to the Line of Credit, adding certain features to the Line of Credit and has executed a companion Home Asset Management Account Rider to Mortgage/Deed of Trust (the "Rider") to the Mortgage.

D. The Grantor and the Lender desire to modify the Mortgage by adding the Rider.


3. Modification.

Mortgage is hereby modified to attach the Home Asset Management Account Rider to Mortgage/Deed of Trust to the Mortgage.

All other terms of the Mortgage remain unchanged and in full force and effect except as amended hereby.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor acknowledges receipt of a copy of this Modification. This Modification is executed to be effective as of the effective date set forth on page one.

GRANTOR(S):



JOHN T MCGOLDRICK



JOY M MCGOLDRICK

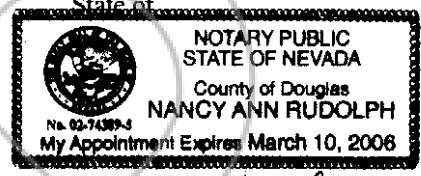
FOR NOTARIZATION OF BORROWERS/MORTGAGORS

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

On this 21st day of August, 2004, before me, a NOTARY (husband) personally appeared JOHN T. MCGOLDRICK and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that HE executed the same as voluntary act and deed.

Nancy Ann Rudolph
Notary Public

NEVADA
State of



STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

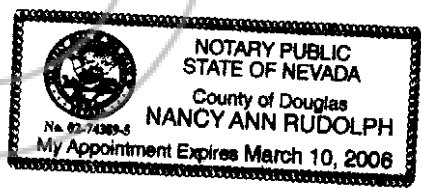
On this 21st day of August, 2004, before me, a NOTARY (husband) personally appeared JOY M. MCGOLDRICK and wife, a single person, single persons) to me personally known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that SHE executed the same as voluntary act and deed.

Nancy Ann Rudolph
Notary Public

NEVADA
State of

This instrument was drafted by: WELLS FARGO BANK
(Name of Bank)

1542 Hwy 375
(Address)
CARD MERVILLE, NV
89410



Name of Person Requesting the Recording:

Name/Address to Return Document
Following the Recording:

Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107

**WHEN RECORDED MAIL TO
FIDELITY NATIONAL/LPS
P. O. BOX 19523
IRVINE, CA 92623-9523**

Wells Fargo Bank, N.A.

Deed of Trust or Mortgage Modification

Reference #: 20042062200127

Account #: 0650-650-0810657-1998

This agreement is made this 21st day of August 2004 between
Wells Fargo Bank, N.A.
existing under the laws of the United States of America having its office at
420 Montgomery Street San Francisco, CA 94104

(the "Bank") and

Name(s) of borrower(s) JOHN T MCGOLDRICK
(the "Borrower") residing at 232 LIMOUSIN CT GENOA, NV 89411
Address City State

Name(s) of borrower(s) JOY M MCGOLDRICK
(the "Borrower") residing at 232 LIMOUSIN CT GENOA, NV 89411
Address City State

Name(s) of borrower(s) _____
(the "Borrower") residing at _____
Address City State

Name(s) of borrower(s) _____
(the "Borrower") residing at _____
Address City State

Name(s) of borrower(s) _____
(the "Borrower") residing at _____
Address City State

Name(s) of borrower(s) _____
(the "Borrower") residing at _____
Address City State

and JOHN THOMAS MCGOLDRICK, TRUSTEE
Name(s) of mortgagor(s)/trustor(s)
(the "Mortgagor") residing at 232 LIMOUSIN CT GENOA, NV 89411
Address City State

and JOY MATSUE MCGOLDRICK, TRUSTEE
Name(s) of mortgagor(s)/trustor(s)

and _____
Name(s) of mortgagor(s)/trustor(s)

and _____
Name(s) of mortgagor(s)/trustor(s)

and _____
Name(s) of mortgagor(s)/trustor(s)

Recitals

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 07/09/2003, payable to the order of the Bank with the original maximum available principal amount of \$ 50,000.00 ("Note") with a maturity date of 07/09/2043.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 07/09/2003, subjecting to the lien thereof certain real estate located in DOUGLAS COUNTY, NV (state) more particularly described in the Mortgage.
3. The Mortgage was filed for record on 08/19/2003, in the office of the RECORDER of the above named COUNTY as Document No. N/A in Book/Roll 803 Page/Image 9365
4. In connection with the filing of the Mortgage, a mortgage registry tax was paid to the Treasurer of said COUNTY in the amount of \$ N/A on N/A and that Treasurer placed his or her stamp on the Mortgage, said stamp bearing number N/A.
5. The Borrower/Mortgagor acknowledges that the Note and the Mortgage are legal and binding obligations, free and clear of any claim, defense or offset.
6. The Borrower/Mortgagor and the Bank now desire to make changes to the Note and Mortgage (including any previous modifications) as described below.

Agreement

Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties hereto agree as follows:

Margin

The Borrower hereby agrees that the finance charge will be increased decreased to 1/365 of an annual rate of N/A % over the "Index Rate," which is disclosed in the Note. If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the rate by adding N/A %.

Credit Limit

The Borrower/Mortgagor hereby agrees that the maximum available principal amount of the Note is now \$ 150,000.00 and that the lien of the Mortgage shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

The references in the Mortgage to the maximum amount of the line of credit are hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Mortgage to the line of credit shall be deemed, on and after the date of this Agreement, to refer to the modified maximum amount of the line of credit.

1. All original terms of the Note and Mortgage (as amended by any written modification) remain in effect except as amended hereby, and the Borrower/Mortgagor agrees to be bound by and to perform all of the covenants and agreements in the Note and Mortgage, if applicable, at the time and in the manner therein provided.
2. The Borrower agrees to pay or reimburse the Mortgagee for any and all fees payable to public officials in connection with this Agreement and the recording hereof, including any mortgage registry tax that is due.
3. This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the Note. Credit insurance means credit life, credit accident and health and/or credit disability insurance.
4. The Borrower agrees that the Bank may make certain changes to the terms of the line of credit and Note at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Bank also may change the index and margin the Bank uses to determine the annual percentage rate if that index is no longer available. The Bank can make any of these changes discussed above without the Borrower's consent, unless state law provides

otherwise. The Bank will give the Borrower notice of any change that is required by law.

The Bank also can make changes that the Bank and Borrower agree to in writing.

NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

THIS IS A CONSUMER CREDIT TRANSACTION.

I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties each executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year above.

Wells Fargo Bank, N.A.
Name of Bank

By: Nancy Ann Rudolph

ITS notary

John Thomas McGoldrick, Trustee
Mortgagor/Trustor JOHN THOMAS MCGOLDRICK, TRUSTEE

Joy Matsue McGoldrick, Trustee
Mortgagor/Trustor JOY MATSUE MCGOLDRICK, TRUSTEE

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

John T. McGoldrick
Borrower JOHN T MCGOLDRICK

Joy M. McGoldrick
Borrower JOY M MCGOLDRICK

Borrower

Borrower

Borrower

Borrower

FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF NEVADA, COUNTY OF _____ } ss.

On _____ before me, the undersigned, a Notary Public in and for said State, 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: _____

Name: _____

(type or printed)

My Commission expires: _____

(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF NEVADA, COUNTY OF DOUGLAS } ss.

On 08-21-04 before me, the undersigned, a Notary Public in and for said State, personally appeared

JOHN T. MCGOLDRICK

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.

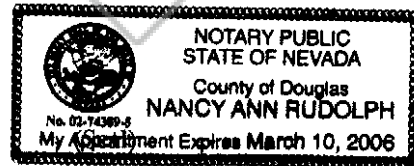
WITNESS my hand and official seal.

Signature: Nancy Ann Rudolph

Name: NANCY ANN RUDOLPH

(type or printed)

My Commission expires: MARCH 10, 2006



ACKNOWLEDGMENT (All-Purpose):

STATE OF NEVADA, COUNTY OF DOUGLAS } ss.

On 08-21-04 before me, the undersigned, a Notary Public in and for said State, personally appeared

JOHN T. MCGOLDRICK

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.

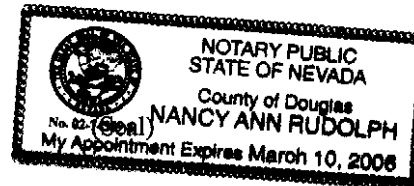
WITNESS my hand and official seal.

Signature: Nancy Ann Rudolph

Name: NANCY ANN RUDOLPH

(type or printed)

My Commission expires: MARCH 10, 2004



0624146

BK0904PG05357

HOME ASSET MANAGEMENTSM ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST

Reference #: 20042062200127

This Home Asset ManagementSM Account Rider is dated 08/21/2004 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of 07/09/2003 given by the undersigned,

JOHN THOMAS MCGOLDRICK, TRUSTEE
JOY MATSUE MCGOLDRICK, TRUSTEE

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbilitySM Account Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbilitySM Account Agreement and Home Asset ManagementSM Account Addendum to EquityLine with FlexAbilitySM Account.
2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Bank, N.A., its affiliates, successors or assignees.
3. Paragraph numbers 4 of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty, or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 08/21/2044 .
 - B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches of covenants contained in the Mortgage are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed \$ 150,000.00 .
 - C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
 - D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. Except if this Note is secured by property located in the state of Tennessee, the parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in

this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, *inter alia*, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A., or one of its affiliates. (the "WFHM Loan"). All Such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. Any Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE**, is hereby deleted in its entirety and replaced with the following: Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes, insurance and other assessments in Escrow.

John Thomas McGoldrick, Trustee 8/21/04 *Joy Matsue McGoldrick, Trustee* 8/21/2004
JOHN THOMAS MCGOLDRICK, TRUSTEE DATE JOY MATSUE MCGOLDRICK, TRUSTEE DATE

_____	DATE	_____	DATE
_____	DATE	_____	DATE
_____	DATE	_____	DATE
_____	DATE	_____	DATE
_____	DATE	_____	DATE