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Name of Person Requesting the Recording:

MARIANNE KRNC

REQUESTED BY  
Wells Fargo Bank  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 NOV 17 AM 10:42

WERNER CHRISTEN  
RECORDER

\$18 PAID *kg* DEPUTY

Name/Address to Return Document

Following the Recording:

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

Wells Fargo Bank, N.A.

Deed of Trust or Mortgage Modification

Reference #: 20042927000874

Account #: 0650-650-4274865-1998

This agreement is made this 21st day of October 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) RICHARD KELLENBERGER

(the "Borrower") residing at 1315 BROOKE WAY GARDNERVILLE, NV 89410  
Address City State

Name(s) of borrower(s) LILLIE A KELLENBERGER

(the "Borrower") residing at 1315 BROOKE WAY GARDNERVILLE, NV 89410  
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 RICHARD KELLENBERGER

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

(the "Mortgagor") residing at 1315 BROOKE WAY GARDNERVILLE, NV 89410  
Address City State

and LILLIE A KELLENBERGER

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)

and \_\_\_\_\_

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

EQ357A (03/2004)

0629614

BK1104PG08420

**Recitals**

1. The Bank is the holder of the home equity line of credit agreement of the Borrower dated 07/02/2004, payable to the order of the Bank with the original maximum available principal amount of \$ 40,000.00 ("Note") with a maturity date of 07/02/2044.
2. To secure payment of the Note, the Mortgagor has given a mortgage or deed of trust ("Mortgage") to the Bank, dated 07/02/2004, 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 07/26/2004, in the office of the RECORDER of the above named COUNTY as Document No. 0619706 in Book/Roll 704 Page/Image 10642
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:

**N/A**

**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 \$62,000.00 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: Lisa Parkhurst

ITS Personal Banker

Richard Kellenberger  
Mortgagor/Trustor RICHARD KELLENBERGER

Lillie Ann Kellenberger  
Mortgagor/Trustor LILLIE A KELLENBERGER

\_\_\_\_\_  
Mortgagor/Trustor

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Mortgagor/Trustor

\_\_\_\_\_  
Mortgagor/Trustor

Richard Kellenberger  
Mortgagor/Trustor RICHARD KELLENBERGER

Lillie Ann Kellenberger  
Mortgagor/Trustor LILLIE A KELLENBERGER

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF Nevada, COUNTY OF Douglas } ss.  
On 10-21-2004 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

Lisa Parkhurst

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: Mandee S Guariglia  
Name: Mandee S Guariglia  
(type or printed)  
My Commission expires: 8/23/2006



FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF Nevada, COUNTY OF Douglas } ss.  
On 10-21-2004 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

Richard Kellenberger and Lillie A Kellenberger

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: Mandee S Guariglia  
Name: Mandee S Guariglia  
(type or printed)  
My Commission expires: 8/23/2006



ACKNOWLEDGMENT (All-Purpose):

STATE OF Nevada, COUNTY OF Douglas } ss.  
On 10-21-2004 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

Richard Kellenberger and Lillie A Kellenberger

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

WITNESS my hand and official seal.

Signature: Mandee S Guariglia  
Name: Mandee S Guariglia  
(type or printed)  
My Commission expires: 8/23/2006

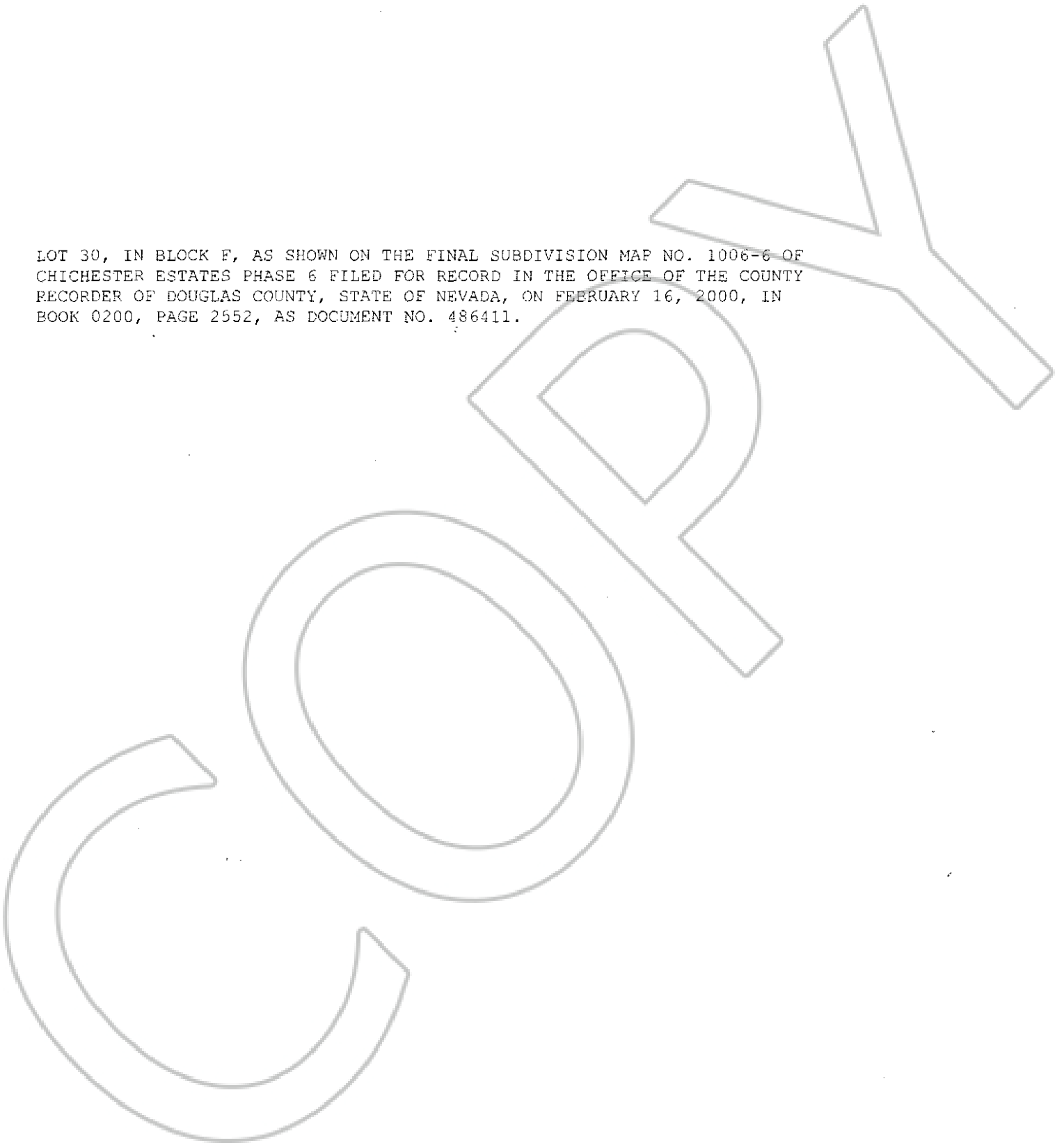


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**EXHIBIT A:**

LOT 30, IN BLOCK F, AS SHOWN ON THE FINAL SUBDIVISION MAP NO. 1006-6 OF CHICHESTER ESTATES PHASE 6 FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON FEBRUARY 16, 2000, IN BOOK 0200, PAGE 2552, AS DOCUMENT NO. 486411.



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BK 1104 PG 08424