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DOC # 0656189  
09/28/2005 11:50 AM Deputy: KLJ  
OFFICIAL RECORD  
Requested By:  
GROUP 9 INC

APN: 1220-22-210-095

✓ After recording return to:  
Washington Mutual, FA  
2150 Cabot Blvd. West  
Langhorne, PA 19047  
Attn: Group 9, Inc

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0905 PG-11131 RPTT: 0.00



### MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number: 0682346036

Borrower(s):  
MERRILL G GAYMAN, TRUSTEE/SETTLOR AND PATRICIA G GAYMAN, TRUSTEE/SETTLOR

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on AUGUST 5, 2005 by and between Washington Mutual Bank, FA ("we," "us," "our," or "Bank") and the other person(s) signing below ("you," "your" or "Borrower").

You and Bank are parties to a home equity line of credit agreement including any riders or previous amendments, the ("Agreement") that establishes an account with an account number ending in the last four digits identified below (the "Account") from which you may obtain credit advances on a revolving basis from Bank. The Agreement is secured by a mortgage, deed of trust, trust indenture, deed to secure debt or other security instrument ("Security Instrument") recorded on 07/27/2004 as Instrument No. 0619883, in Book or Liber \_\_\_\_\_, Page(s) \_\_\_\_\_, in the Official Records of DOUGLAS County, Nevada. The Security Instrument secures performance of your obligations under the Agreement and encumbers the property described in the Security Instrument and located at the address below (the "Property"), more particularly described in Exhibit "A" attached to and incorporated herein as part of this Modification.

You and Bank agree as follows:

1. **Effect of this Modification.** This Modification modifies, amends and supplements the Agreement and Security Instrument. To the extent of any inconsistency between the provisions of this Modification and the provisions of the Agreement or Security Instrument, the provisions of this Modification shall prevail over and supersede the inconsistent provisions of the Agreement or Security Instrument. Except as modified, amended or supplemented by this Modification, the Agreement and Security Instrument shall remain in full force and effect. This Modification will be legally binding and effective upon the parties only when it is signed by each of you and the Bank.

2. **Modified Terms and Conditions.** The terms and conditions of the Agreement and Security Instrument that are modified, amended, and supplemented by this Modification are set forth on the attached Exhibit "B" attached to and incorporated herein as a part of this Modification. The terms used in Exhibit "B" shall have the same meanings as the same or substantially equivalent terms used in the Agreement and the Security Instrument, whether or not the terms used in Exhibit "B," or the Agreement or Security Instrument, are capitalized.

0682346036

Borrower requests that a copy of any Notice of Default and of any Notice of Sale under the Security Instrument be mailed to the first Borrower named below at the Property address below.

Last Four Digits of Account No.: 6036

Property Address:

715 LASSEN WAY Gardnerville, NV 89460-8135

Washington Mutual Bank, FA

By:

Its:

*Kyle Albrecht*  
*Officer*

Kyle Albrecht  
Officer

(Officer Title)

BORROWER(S)

THE GAYMAN LIVING TRUST DATED DECEMBER 21, 1998

*Merrill G. Gayman, Trustee*

MERRILL G GAYMAN, Trustee/Settlor

*Patricia G. Gayman, Trustee*

PATRICIA G GAYMAN, Trustee/Settlor



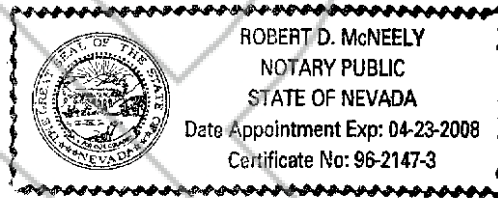
STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on 8-6-05, by  
MERRILL G GAYMAN, Trustee/Settlor and  
PATRICIA G GAYMAN, Trustee/Settlor and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and

My commission expires: 4-23-08

WITNESS my hand and official seal

Robert D. McNeely  
Notary Public in and for the State of Nevada.



STATE OF NEVADA Washington )  
 ) ss.  
COUNTY OF Snohomish )

This instrument was acknowledged before me on August 5th, 2005, by  
Kyle Stewart, of Washington Mutual Bank, FA  
a Federal Savings Association, on behalf of the association.

My commission expires: MARCH 10, 2009

WITNESS my hand and official seal

Lowell L. Wilson  
Notary Public in and for the State of Nevada.

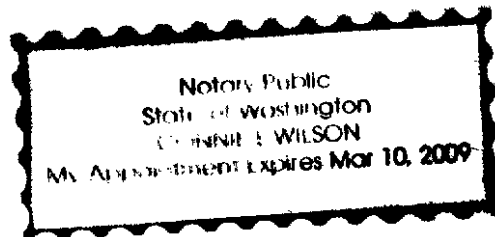


EXHIBIT "A"  
ATTACHMENT TO SECURITY INSTRUMENT

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF DOUGLAS,  
STATE OF NEVADA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOTS 665, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 6,  
FILED FOR RECORD ON MAY 29, 1973, IN THE OFFICE OF THE COUNTY RECORDER OF  
DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 66512, AND ON RECORD OF SURVEY  
RECORDED OCTOBER 1, 1982, IN BOOK 1082, OF OFFICIAL RECORDS AT PAGE 006,  
AS DOCUMENT NO. 71399.

**EXHIBIT "B"**  
**ATTACHMENT TO SECURITY INSTRUMENT**

**Annual Fee:** There is no annual fee on your Account.

**Cancellation Fee:** If you cancel the credit line before 07/13/2007 [36 months following the original Effective Disbursement Date as defined in the Agreement], you will be charged a cancellation fee of .125% of the original line amount or \$500, whichever is greater. In any event, you may not cancel the credit line until you have paid in full all amounts owing under the Agreement and Security Instrument.

**Credit Limit:** The credit limit stated in the Agreement and the principal amount secured by the Security Instrument is hereby increased by \$40,000.00, from the current amount of \$60,000.00 to the increased amount of \$100,000.00. All other terms and conditions relating to the credit limit including, without limitation, our ability to reduce the credit limit during any period when certain events have occurred on your obligation not to attempt, request or obtain a credit advance that will cause your Account balance to exceed your credit limit, remain in full force and effect.

**Daily Periodic Rate and ANNUAL PERCENTAGE RATE Change Dates:** The daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement will change on each day that the index changes, and the index will be determined daily. Any provisions of the Agreement indicating that the daily periodic rate and ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement may only change monthly, or indicating that the index is determined only as of a specified date of the calendar month, are hereby deleted.