APN 1220-09-810-008 RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A. Attn: Doc. Management MAC B6955-011 PO Box 31557 Billings, MT 59107-1557

Loan No. 650-650-5574838-1998

DOC 0656486 09/30/2005 12:52 PM Deputy: KLJ OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE COMPANY

> Douglas County - NV Werner Christen - Recorder

Page: Οf 2 Fee:

BK-0905

15.00 0.00



MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Friday, September 23, 2005 by WELLS FARGO BANK, N. A. ("Lender"), and Jason C. Michalik And Vivian Y. Michalik, Husband And Wife As Joint Tenants ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated September 30, 2004 with a credit limit in the amount of \$47,250.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated September 30, 2004, for the use and benefit of Lender, which was recorded on October 6, 2004 as BOOK 1004, PAGE 02131, DOCUMENT 0625973 of the official records in the Office of the Recorder of Douglas County, State of NV.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$47,245.62 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$554.49. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following September 23, 2005 at the rate of \$10.84 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments. modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$47,250.00 to \$26,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement "Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit

Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

MARY KELSH Notary Public - State of Nevada Appointment Recorded in County of Dauglas My Appointment Expires Nov. 5, 2006 STATE OF: COUNTY OF: 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 acknowledge 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. NOTARY STAMP OR SEAL WITNESS my hand and official seal. Notary Public in and for said County and State LENDER: WELLS RARGO BANK. BY

On September 23, 2005 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Authorized Signer, 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 acknowledge 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."

)SS

WITNESS my hand and official seal.

NOTARY STAMP OR SEAL

Notary Public in and for said County and State

OREGON

WASHINGTON

Loan No. 650-650-5574838-1998 ML

STATE OF:

COUNTY OF:





Barbara Edwards, Authorized Signer

BK- 0905 PG-12916 09/30/2005