APN: 1318-25-110-001

After recording return to: Washington Mutual, FA 2150 Cabot Blvd. West Langhorne, PA 19047 Attn: Group 9, Inc DOC # 0658833 10/25/2005 12:12 PM Deputy: KLJ OFFICIAL RECORD Requested By: GROUP 9 INC

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: BK-1005 PG-11694 RPTT:



0.00



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

Loan Number:

0671266443

Borrower(s): ERIC JARVIS & BEATA JARVIS

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on <u>September 1, 2005</u> by and between <u>Washington Mutual Bank, FA</u> ("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 12/29/2003 as Instrument No. 600693, in Book or Liber 1203, Page(s) 12252; 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.

Page 1 of 3

0671266443

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.: 6443

Property Address:

106 EASY ST Stateline, NV 89449

Washington Mutual Bank, FA

BORRØWER(S)

BEATA JARVIS

32630 (04/14/05) W6.2

**BANK** 

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BK- 1005

PG-11695 10/25/2005 0658833 Page: 2 Of

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STATE OF NEVADA	)	^
	) ss.	/\
COUNTY OF Douglas	)	\ \
		\ \
		, , , , , , , , , , , , , , , , , , , ,
This instrument was acknowledged be	efore me on <u>Sep</u> 7	tember 3, 1005, by
ERIC JARVIS BEATA JARVIS		and and
BEATA SANVIO		and
	My commission exp	oires: 11-08-05
	iviy commission exp	7/ 00 03
WITNESS my hand and official seal		\ \
Williams and official soul		)
Notary Public in and for the State of Nevada		
Notary Public in and for the State of Nevada		CHARLENE McDONALD
		Notary Public - State of Neverto
		Appointment Recorded in Douglas County E
	in the rest of the second	No: 93-4992-5 - Expires November 8, 2005
STATE OF MENADA! Top is also		
STATE OF NEVADAWAShington	1 50	
COUNTY OF Snotromish	) ss.	\ /
South of Chinase	-' \ \	~
\ \	/ 7	1 — 4 —
This instrument was acknowledged be	fore me on 🔌 වර	1. + , 2005 , by
Steven Grisham, Officer		n Mutual Bank, FA
a Federal Savings Association, on behalf of	the association.	
		pires: 3 10 09
	iviy commission exp	orres: Stroto
WITNESS my hand and official seal		
$\Lambda$		
Connu L uls	<b>5.</b>	
Notary Public in and for the State of Nevada	LOHOU YEARS	
\ <b>********</b>		
Notary Public		
State of Washington		
CONNIE L WILSON		
My Appointment Expires Mar 10	2009 [	
	- <b>-</b>	
32630 (04/14/05) W6.2	BANK	Page 3 of 3

32630 (04/14/05) W6.2

0658833 Page: 3 Of 5

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## 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:

LOT 5, AS SHOWN ON THE FINAL MAP OF EDGEWOOD CREEK ESTATES SUBDIVISION RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON JULY 7, 1976, AS DOCUMENT NO. 01543, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.



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## 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 12/15/2006 [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 \$150,000.00, from the current amount of \$50,000.00 to the increased amount of \$200,000.00. 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.

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BANK

