

DOC # 0659474
11/01/2005 11:20 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:

LSI CUSTOM RECORDING

SOLUTIONS

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00

BK-1105 PG-00260 RPTT: 0.00



Recording Requested by: LSI
When Recorded Mail to:
✓ Attn: North Recording Division
5029 Dudley Blvd #E
McClellan, CA 95652
(800)964-3524

Order # 1699612
A.P.N.: 1022-297-010-03
Loan Number: 61829338

Prepared by: Dustin Swanson
Countrywide Home Loans, Inc.
450 American Street, Mail Stop: SV3-226
Simi Valley, CA 93065

Mail Tax Statements To:
Joanne M. Araki-Faulkner
Michael Faulkner
3250 Topaz Park Road
Gardnerville, NV 89410

**Modification Agreement To Home Equity Line Of Credit Agreement
And Disclosure Statement**

THIS INSTRUMENT PREPARED BY:

Dustin Swanson 1699612

~~RECORDED AT THE REQUEST OF~~ (TS)
~~AND WITH PROCEEDS TO:~~

COUNTRYWIDE HOME LOANS, INC.
450 American St., Mail Stop: SV3-226
Simi Valley, CA 93065

LOAN NUMBER: 61829338

ASSESSOR PARCEL NUMBER: 1022-297-010-03

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MODIFICATION AGREEMENT TO HOME EQUITY LINE OF CREDIT AGREEMENT AND
DISCLOSURE STATEMENT**

This Modification Agreement (the "Modification") is made as of 9/22/2005, between Joanne M Araki-Faulkner Trustee and Michael Faulkner (the "Borrower(s)") and Countrywide Home Loans, Inc. ("Countrywide Home Loans, Inc."), and amends and supplements that certain Home Equity Line of Credit Agreement and Disclosure Statement, and that certain Deed Of Trust which states the property is vested in MICHAEL FAULKNER AS TO AN UNDIVIDED 50% INTEREST AND AN UNDIVIDED 50% INTEREST TO THE JOANNE ARAKI-FAULKNER LIVING TRUST UTD, OCTOBER 25, 2002, JOANNE ARAKI-FAULKNER, TRUSTEE, dated 4/24/2004 and recorded 5/6/2004, in Book Number 504, at Page Number 2211, as Document No. 0612420, in the Official Records of the County of Douglas, State of Nevada (the "Security Instrument"), and covering the real property with a commonly known address of: 3520 TOPAZ PARK RD GARDNERVILLE, NV 89410 (the "Property"), and more specifically described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

In consideration of the mutual promises and agreements of the parties hereto, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Credit Limit:** My credit limit under the Home Equity Line of Credit Agreement and Disclosure Statement is modified to \$180,000.00.

2. **Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Home Loans, Inc. that:

- a) Except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property other than (i) real property taxes that are paid current and not due or owing, (ii) easements, (iii) homeowners association covenants, conditions and restrictions, and (iv) local government or municipal assessments and development bonds;

Initials JMS MJ



LOAN NUMBER: 61829338

- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Home Loans, Inc. in writing;
- c) I am/We are the only owner(s) of the property: there are no other family members or non-family members who own any interest in the Property. Additionally, Borrower(s) represent that there are no changes in title or vesting since the origination of this loan on 4/24/2004. In the event there are changes, Borrower(s) has/have notified Countrywide Home Loans, Inc. of such changes prior to the completion of this modification;
- d) There are no buildings, fences, overhangs, wall or other structures from other land coming onto or encroaching on the Property. There no buildings, fences, overhangs, walls or other structures from the Property which are going onto or encroaching onto any other properties or onto any easements running over or under the Property;
- e) I/We have paid for all cost, expenses and other sums owed for any and all construction, improvements, rehabilitation, remodeling, or other work done to, on, at, or in the Property including for labor, material, and supplies (collectively, the "Construction"). Currently, there is no Construction occurring. I/We have not requested any further Construction. I/We will not have any Construction done or allow any to be done prior to closing this Modification;
- f) I/We understand that homestead property is in many cases protected from the claims of creditors and exempt from sale at foreclosure and that by signing this contract, I/we voluntarily give up my/our right to the protection of the property with respect to claims based upon this contract;
- g) I/We certify that the representations set forth in this Modification agreement are true and correct as of the date opposite my/our signature(s) and that Countrywide Home Loans, Inc. has been notified of any necessary changes. Any intentional or negligent misrepresentation(s) may result in my/our loan being in default, civil liability and/or criminal penalties.

3. Limited Effect: The parties agree that this Modification shall be construed narrowly and limited to the items expressly modified herein. Except as expressly provided for by this Modification, all terms, requirements and obligations of the Home Equity Line of Credit Agreement and Disclosure Statement and the Security Instrument, and all rights of Countrywide Home Loans, Inc. there under, remain in full force and effect, unaltered by this Modification. Capitalized terms in this modification have the same meaning as in the Home Equity Line of Credit Agreement and Disclosure Statement.

4. Effective Date/Limitation on Effect: This Modification when completed, signed and notarized will be effective no later than the first business day of the next month following receipt by Countrywide Home Loans, Inc.. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Home Loans, Inc. within fourteen (14) days from the above-specified date.

Initials AMK MJ



LOAN NUMBER: 61829338

IN WITNESS WHEREOF, this Modification has been duly executed by the parties hereto the day and year first above written.

BORROWER(S)

Joanne M. Araki-Faulkner ^{Trustee} 9/30/05 Michael Faulkner ^{Trustee} 9/30/05
 Joanne M Araki-Faulkner Trustee Date Michael Faulkner Date

Witness Dottie Rememor
 Signature of Witness

Witness Dallas Rememor
 Signature of Witness

Dottie Rememor **CO-OWNER(S)** Dallas Rememor

The undersigned hereby consents to the execution of this Modification, which serves to increase the lien amount on the Subject Property.

Date

Date

Witness _____
Signature of Witness

Witness _____
Signature of Witness

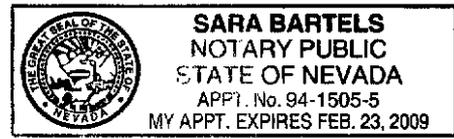
Notary Acknowledgement for Borrower(s)/Owner(s)
 State of NEVADA
 County of DOUGLAS

On SEPTEMBER 30 2005, before me, SARA BARTELS
 Date Name of Notary Public

personally appeared JOANNE ARAKI-FALLKNER AND MICHAEL FAULKNER is subscribed to
 Name(s) of Borrower(s)/Owners

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature 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 Sara Bartels
 Signature of Notary Public



SARA BARTELS

Exhibit "A"

The land referred to in this policy is described as follows:

The following described real property in the County of Douglas, State of Nevada:

Parcel 3, as set forth on that certain Moore/Hurder Parcel Map No. 2, being a portion of the northwest 1/4 of the southeast 1/4 of Section 29, Township 10 North, Range 22 East, M.D.B. & M., Douglas County, Nevada, on December 5, 1979, Book 1279, Page 193, as Document No. 39321, and amended by Certificate recorded January 2, 1980 in Book 180, Page 073, Document No. 40268 and further amended by Certificate recorded October 21, 1981 in Book 1081, Page 648, Document No. 61137.

Legal description taken from: Deed recorded 12/26/2002 in Book 1202 at Page 11626.

Assessor's Parcel No: 1022-297-010-03

