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APN: 1318-10-316-004

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 6 Fee: 19.00
BK-1105 PG- 5515 RPTT: 0.00



MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND SECURITY INSTRUMENT

Loan Number: 0659491377

Borrower(s): GARRY A FLOWERS

This Modification of Home Equity Line of Credit Agreement and Security Instrument ("Modification") is made and entered into on SEPTEMBER 12, 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 04/07/2005 as Instrument No. 0641135, in Book or Liber 0405, Page(s) 2481, 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.

0659491377

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.: 1377

Property Address:

669 MARTIN DRIVE Zephyr Cove, NV 89448

Washington Mutual Bank, FA

By: [Signature] *NBA*

Its: [Signature]

(Officer Title)

BORROWER(S)

[Signature: Garry A Flowers]

GARRY A FLOWERS

Washington Mutual Bank, FA

By: [Signature: Nancy Berk-Axelson] Nancy Berk-Axelson

Its: [Signature]

(Officer Title)

Mgr EYP



STATE OF ~~NEVADA~~ ^{FLORIDA})
COUNTY OF Pinellas) ss.

This instrument was acknowledged before me on September 17 2005, by
GARRY A FLOWERS and

_____ and
_____ and

My commission expires: April 28, 2007

WITNESS my hand and official seal

Margarita M
Notary Public in and for the State of ~~Nevada~~ ^{Florida}



STATE OF ~~NEVADA~~ ^{Florida})
COUNTY OF Pinellas) ss.

This instrument was acknowledged before me on September 17 2005, by
GARY A FLOWERS, of Washington Mutual Bank, FA
a Federal Savings Association, on behalf of the association.

My commission expires: DD MD April 28, 2007

WITNESS my hand and official seal

Margarita M
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:

LOT 5, BLOCK E, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS SUBDIVISION NO. 5,
FILED IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 7, 1955 IN BOOK 1 OF
MAPS AS DOCUMENT NO. 10442, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF
NEVADA.



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 03/29/2008 [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 \$100,000.00, from the current amount of \$150,000.00 to the increased amount of \$250,000.00. 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.

Margin: The margin used in the calculation of the ANNUAL PERCENTAGE RATE for variable rate advances under the Agreement is hereby changed to 1.35%.



**CORPORATE NOTARY
ACKNOWLEDGEMENT**

Loan Number: 0659491377

STATE OF Washington)
COUNTY OF King)ss.

The foregoing instrument was acknowledged before me this 17th day of October,
2005, by Nancy Berk-Axelson
as Vice President & Manager of Washington Mutual Bank, FA.

WITNESS my hand and official seal

My commission expires: 6/4/08

Bm Buck
Notary Public

