

18

DOC # 0660740
11/15/2005 12:08 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
INTEGRATED LOAN SERVICES INC

APN # 1420-28-701-025

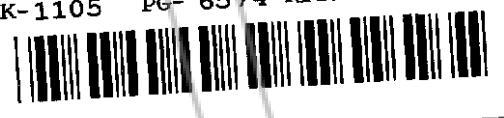
Recording Requested by:

Name INTEGRATED LOAN SERVICES

Address 27 INWOOD RD

City/State/Zip ROCKY HILL, CT 06067

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1105 PG- 6574 RPTT: 0.00



NOTE AND MORTGAGE MODIFICATION AGREEMENT

(Title of Document)

**This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)**

This cover page must be typed or printed.



Record and Return to:



Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

FURNESS, DIANA J.
ROCKY HILL, CT 06067

ILS # _____

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #105081005841000

[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 08/31/2005, by and between Citibank (West), FSB, whose place of business is One Sansome Street, San Francisco, CA 94104 (the "Lender"), and **DIANA J. FURNESS and ANTHONY D. FURNESS**, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **1401 PORTER DRIVE, MINDEN, NV 89423**. The "Trustee" is **FIRST AMERICAN TITLE INS. CO. OF NEVADA, 3760 PECOS-MCLEOD INTERCONNECT, #7, LAS VEGAS, NV 89121**.

WHEREAS, Borrower obtained a home equity line of credit from Lender, **on 07/16/04 and recorded on 08/10/04**, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as **0621098;0804/03836** of the Official Records of **DOUGLAS** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$50,000.00**; and

WHEREAS, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

WHEREAS, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$60,600.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$60,600.00**.
2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.





- 5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
- 6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Diana J. Furness 08/31/2005
 Borrower: **DIANA J. FURNESS**

Anthony D. Furness 08/31/2005
 Borrower: **ANTHONY D. FURNESS**

Borrower: _____

Borrower: _____

Property Owner Who Is Not a Borrower:

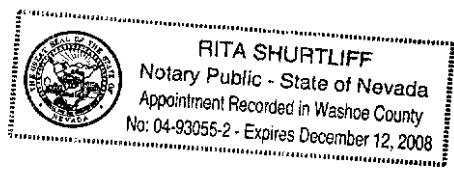
By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

STATE OF NEVADA)
 COUNTY OF Douglas) SS

On 8/31/05, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **DIANA J. FURNESS and ANTHONY D. FURNESS**, known to me to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument, and acknowledged to me that ~~he~~(she)(they) executed the same.

Rita Shurtliff
 Notary's Signature

Rita Shurtliff
 Type or Print Notary's Name



citibank®

Citibank (West), FSB

By: Jennifer L Curtis

Name: Jennifer L Curtis

Title: Unit Manager

STATE OF Missouri }
COUNTY OF St. Louis } SS:

On this 28th day of Sept, in the year 2005, before me personally came Jennifer L Curtis to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

[Signature]
Notary Public Signature

My Commission Expires: 05-21-2007

JAMES L. STEVENSON
Notary Public - State of Missouri
City of St. Louis
My Commission Expires May 21, 2007



F2237270

SCHEDULE A

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 7 FOR D.N.S. VENTURES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON FEBRUARY 2, 1995, IN BOOK 295, PAGE 155, AS DOCUMENT NO. 355414.

BEING THE SAME PREMISES CONVEYED TO MORTGAGOR BY DEED DATED 1/15/01, AND RECORDED 1/23/01, IN BOOK 101, PAGE 3954, IN THE DOUGLAS COUNTY RECORDER'S OFFICE.

TITLE HELD BY: ANTHONY D FURNESS AND DIANA J FURNESS, HUSBAND AND WIFE

APN / PARCEL #: 1420-28-701-025