DOC # 0664307 12/23/2005 11:40 AM Deputy: BC OFFICIAL RECORD Requested By: WELLS FARGO BANK

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 6 BK-1205 PG-11213 RPTT:

19.00 0.00



Fee:

Recording Requested By: Wells Fargo Bank, N.A.

Prepared By: CHRISTINE FRIMPONG PROCESSOR 11601 N BLACK CANYON HWY PHEONIX, AZ 85029 866-537-8489

### After Recording please return to:

Wells Fargo Bank, N.A. P. O. BOX 31557 BILLINGS, MT 59107 DOCUMENT MANAGEMENT

APN / Tax ID # 1420-28-110-035

State of	NEVADA	{Space Above This Line For Recording Data}	
Reference #:	20053217500694	Account #: 0650-650-7795297-1	998
Document #:	:0643950		

# DEED OF TRUST MODIFICATION AGREEMENT

This Modification is	s made this 28th day of November 2005 between
Wells Far	go Bank, N.A. (the "Bank")
and ALICE WO	HLERS
	Name(s) of borrower(s) (the "Borrower")
and	
	Name(s) of borrower(s) (the "Borrower")
and	
	Name(s) of borrower(s) (the "Borrower")
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	Name(s) of borrower(s) (the "Borrower")
and	
	Name(s) of borrower(s) (the "Borrower")
and ALICE WOHL	LERS
	Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")
residing at 2983	SAN MATEO DR MINDEN, NV, 89423
	Address
and	
	Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")
and	
\ .	Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")
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	Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")
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and	
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modifies an original Deed of Trust (i) dated $04/19/2005$ (together with any modifications to it made prior to the date of this Modification), (ii) which was executed to secure a home equity line of credit agreement ("Line of Credit") dated $04/19/2005$ , in the original maximum principal amount of \$50,000.00 with a maturity date of $04/19/2045$ , and payable to the order of Wells Fargo Bank, N.A. (iii) which is recorded in Book/Roll N/A at page(s) N/A of County, State of NEVADA as document No. $0643950$ , (iv) in connection with the filing of which, a mortgage registry tax was paid to the Treasurer of said $000000000000000000000000000000000000$
and is described as follows:
LOT 104, IN BLOCK C, AS SHOWN ON THE FINAL MAP #98-045-3 OF SARATOGA SPRINGS ESTATES UNIT NO. III, A PLANNED UNIT DEVELOPMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 23, 1998 IN BOOK 698, PAGE 5063, AS DOCUMENT NO. 442616.
1420-28-110-035
This Modification further modifies the Line of Credit to reflect certain changes to the Borrower's revolving Line of Credit with the Lender that is secured by the Deed of Trust and the Borrower/Co-Grantor acknowledge that the Line of Credit and Deed of Trust are valid and enforceable and represent the Borrower's/Co-Grantor's legal and binding obligations, free and clear of any claim, defense or offset.
Agreement
Accordingly, in consideration of the premises and other good and valuable consideration, each paid to the other, the parties to this Modification agree to as follows:  X Change in Credit Limit. The Borrower/Co-Grantor hereby agrees that the maximum available principal
amount of the Line of Credit is now \$ 60,000.00 and that the lien of the Deed of Trust shall secure the Line of Credit up to that amount as it is advanced and outstanding from time to time.
Each reference in the Deed of Trust to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the increased maximum amount of the line of credit. Each reference in the Deed of Trust to the "Line of Credit" shall be deemed on and after the date of this Modification to refer to the Line of Credit as it is now amended by the Modification, together with any future extensions, modifications, or renewals thereof. The lien of this Deed of Trust shall continue to secure the revolving Line of Credit, which is now evidenced by the modified Line of Credit.
Extension of Maturity Date. The Borrower hereby agrees that the revolving Line of Credit will terminate and the entire unpaid principal balance outstanding on the Line of Credit, together with any unpaid finance charges and other charges, will be due and payable in full on N/A. Until such date, the Borrower agrees to make the monthly payments as disclosed in the Line of Credit.
Finance Charge/Margin. The Borrower hereby agrees that the daily periodic rate will be X increased decreased to 1/365 or 1/366 during leap years of

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N/A

Rescission. The Borrower/Co-Grantor has exercised their right to rescind any use of the Line of Credit for purposes other than to purchase the Property. Therefore, the Deed of Trust and Line of Credit are hereby modified to close the Line of Credit, to limit the "Secured Debt" to \$\sum\_{N/A}\$ as it relates to the Line of Credit and to delete all Riders attached to the Deed of Trust as they may relate to an openend line of credit.

### The following terms and conditions apply regardless of which boxes are checked above:

All original terms and conditions of the Line of Credit and Deed of Trust (including any previous modifications) remain in full force and effect, except as modified by this Modification, and the Borrower/Co-Grantor agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit and Deed of Trust at the time and in the manner therein provided.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Modification, and the recording hereof, including any Deed of Trust registry tax that may be due.

This Modification does not increase or extend any revolving credit insurance Borrower purchased in connection with the Line of Credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

The Borrower agrees that the Lender may make certain changes to the terms of the Line of Credit at specified times or upon the occurrence of specified events. The Lender may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest the Borrower will pay). The Lender also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees. In accordance with federal law, the Lender also may change the index and margin the Lender uses to determine the annual percentage rate if that index is no longer available. The Lender can make any of these changes discussed above without the Borrower's consent, unless state law provides otherwise. The Lender will give the Borrower notice of any change that is required by law. The Lender also can make changes that the Lender and Borrower agree to in writing.

Co-Grantor Liability. Any party that signs below as a "Co-grantor" did not execute the Line of Credit but signs to grant and convey, under the terms of the Deed of Trust, such interest as that party may have in the Property. Such party is not personally obligated to pay the debt evidenced by the Line of Credit and this Modification and secured by the Deed of Trust (as renewed, extended, and amended hereby), and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to such debt or the Deed of Trust (as renewed, extended, and amended hereby) without such party's consent.

#### NOTICE TO CONSUMER

(For purposes of this notice, "Consumer" and "I" refer to the Mortgagor)

THIS IS A CONSUMER CREDIT TRANCSACTION.

#### I understand that:

- I should not sign this agreement before I read the entire document, even if otherwise advised.
- I should not sign this if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty; and I may be entitle to receive a refund of unearned charges in accordance with the law.

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Wells Fargo Bank, N.A. Name of Bark Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Dohlu Borrower Borrower Borrower Borrower Borrower Borrower {Acknowledgements on Following Pages\_

IN WITNESS WHEREOF, the Borrower/Co-Grantor and Lender have executed this Amendment as of the day and

year first above written.

EQ359D (6/2005)

0664307 Page: 4 Of 6 12/

## FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):	AAACIN ASI
STATE OF MINA COL	INTY OF (USA) (iff ) ss.
	ne undersigned, a Notary Public in and for said State,
personally appeared (ATARINE M. MAUZEY	\ \
personally known to me -OR-   p	proved to me on the basis of satisfactory evidence/ to be
the person(s) whose name(s) is/are subscribed to the with	
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	
WITNESS my hand and official seal.	(s) acted, exceded the histalicin.
WITNESS my hand and official scal.	
Signature: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
Signature. 9/ / Call / March / Comments	MICHELLE BALLANCE
Name: ///chelle Bollance	NOTARY PUBLIC
(type or printed)	STATE OF NEVADA
(type of printed)	APPT. NO. 03-83920-2 MY APPT. EXPIRES MAY 15, 2007
My Commission expires: \( \lambda \) [5 800 ]	
Try commission expires.	
	(Seal)
	(0111)
	` ' /
FOR NOTARIZATION OF BORROWERS/MORTGAGO	RS
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STATE OF N. Waala , COU	INTY OF CAMON Gty } ss.
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personally appeared	,
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personally known to me -OR- p	proved to me on the basis of satisfactory evidence/ to be
the person(s) whose name(s) is/are subscribed to the with	in instrument and acknowledged 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	
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Signature: Africa (Alacular Signature)	CONTRACTOR OF THE PROPERTY OF THE PARTY OF T
	CATHERINE W. MAUZE 6
Name: (ATTHEYIND M MOURAL ()	NOTARY PUBLIC
(type or printed)	STATE OF NEVADA
- Wir ham	No.05-94943-3 My Appt. Exp. Feb. 15, 2009
My Commission expires: Flb. 15, 4009	W1/1/1/1/3333333
	(Seal)
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EQ359E (6/2005)

BK- 1205 PG- 11217 0664307 Page: 5 Of 6 12/23/2005

ACKNOWLEDGMENT (All-Purpose):
STATE OF // (All-Purpose):  ST
On Monde 28 905 before me, the undersigned, a Notary Rublic in and for said State,
personally appeared  HILL WINLES
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 acknowledged 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.
WITNESS my/fiand and/official seal.
Signature: CATHERINE M. MAUZEY CATHERINE M. MAUZEY NOTARY PUBLIC NOTARY PUBLICATION OF THE MENTING AND A STATE OF THE MENTING AND
(type or printed)
My Commission expires: Flb. 15, 2009
(Seal)
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ACKNOWLEDGMENT (All-Purpose):
STATE OF PURCHAS COUNTY OF MASON CITY SS.
On 11) 10 m 100 \ A. 8. 700 \ before me, the undersigned, a Notary Public in and for said State,
personally appeared //
(A11H) ((A)) (0)
personally known to me -OR-
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 acknowledged to me that he/she/they
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 acknowledged 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) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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) whose name(s) is/are subscribed to the within instrument and acknowledged 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.  WITNESS my hand and official seal.
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.  WITNESS my hand and official seal.  Signature:  CATHERINE M. MAUZEY  NOTARY PUBLIC  STATE OF NEVADA  (type or printed)
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged 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.  WITNESS my hand and official seal.  Signature:  CATHERINE M. MAUZEY NOTARY PUBLIC STATE OF MENUR.
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