

ADVANTAGE  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0206 PG- 2078 RPT: 0.00



THIS INSTRUMENT PREPARED BY:  
Dustin Swanson

✓ When recorded mail to:  
**FIRST AMERICAN TITLE INSURANCE**  
1228 EUCLID AVENUE, SUITE 400  
CLEVELAND, OHIO 44115  
ATTN: FT1120

LOAN NUMBER: 103417181 ASSESSOR PARCEL NUMBER: 1320-29-214-024

8703973 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

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

This Modification Agreement (the "Modification") is made as of 1/9/2006, between Daniel Nelson and Sheila Nelson (the "Borrower(s)") and Countrywide Bank, N.A. ("Countrywide Bank, N.A."), 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 Daniel Nelson and Sheila Nelson, dated 5/6/2005 and recorded -----, in Book Number -----, at Page Number -----, as Document No. -----, 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: 1735 LAVENDER COURT MINDEN, NV 89423 (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 \$17,000.00.
- 2. Amendment to Margin:** The "Margin" used to determine the ANNUAL PERCENTAGE RATE is modified to 1.875 percentage points.

Initials DS SN

LOAN NUMBER: 103417181

**3. Representation of Borrower(s):** Borrower(s) represent(s) to Countrywide Bank, N.A. 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;
- b) There has been no increase, amendment or modification of any liens prior to the Security Instrument other than those agreed to by Countrywide Bank, N.A. 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 5/6/2005. In the event there are changes, Borrower(s) has/have notified Countrywide Bank, N.A. 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 Bank, N.A. 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.

**4. 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 Bank, N.A. 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.

**5. 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, if the signed documents are received by Countrywide Bank, N.A. no later than the 20th calendar day. Otherwise, this modification will be effective no later than the 10th business day of the month thereafter. This Modification is null and void unless completed, signed, notarized and returned to Countrywide Bank within fourteen (14) days from the above-specified date.

**6. Modification Fee:** Borrower(s) agree to pay a fee of \$150.00 which Countrywide Bank, N.A. will charge to the credit line governed by the Home Equity Line of Credit Agreement and Disclosure Statement upon closing of this modification.


Initials DM SN



LOAN NUMBER: 103417181

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

**BORROWER(S)**

	<u>1-12-06</u>	<u>Sheila Nelson</u>	<u>1-12-06</u>
Daniel Nelson	Date	Sheila Nelson	Date

Witness \_\_\_\_\_  
Signature of Witness

Witness \_\_\_\_\_  
Signature of Witness

**CO-OWNER(S)**

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

\_\_\_\_\_  
Date

Witness \_\_\_\_\_  
Signature of Witness

Witness \_\_\_\_\_  
Signature of Witness

Notary Acknowledgement for Borrower(s)/Owner(s)


State of Nevada  
County of Douglas

On January 12, 2006, before me, Teresa J. Rose, Notary Public  
Date Name of Notary Public

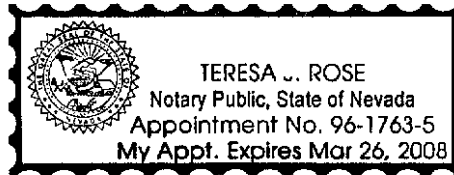
personally appeared Daniel Nelson and Sheila Nelson is subscribed to  
Name(s) of Borrower(s)/Owner(s)

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   
Signature of Notary Public

TERESA J ROSE



LOAN NUMBER #103417181

**PLEASE DO NOT WRITE BELOW - COUNTRYWIDE BANK, A DIVISION OF TREASURY BANK, N.A. ONLY**

**LENDER**

Treasury Bank, N.A., by Countrywide Home Loans Servicing LP, Its  
True and lawful Attorney-in-Fact

By: *Gary Hill*  
Gary Hill, 1st Vice President

Notary Acknowledgment for Lender  
State of California  
County of Ventura

On 1-9-06, before me Javier A. Chavez,  
personally appeared Gary Hill, 1st Vice President of Countrywide Home Loans Servicing LP, personally  
known to me to be the person whose name is subscribed to the within instrument and acknowledged to me  
that he/she executed the same in his/her authorized capacity, and that by his/her signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.  
WITNESS MY HAND AND OFFICIAL SEAL

Signature *Javier A. Chavez*  
Signature of Notary of Public

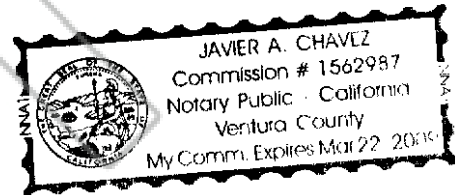


EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND KNOWN AS:

BEING LOT NUMBER 12, IN WINHAVEN, UNIT NO. 2, PHASE B, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK 990, PAGE 1935 OF DOUGLAS COUNTY RECORDS.

Permanent Parcel Number: 1320-29-214-024  
DANIEL NELSON AND SHEILA NELSON, HUSBAND AND WIFE,  
AS JOINT TENANT

1735 LAVENDER COURT, MINDEN NV 89423  
Loan Reference Number : 3759484/103417181  
First American Order No: 8703973  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 NELSON  
8703973

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



First American Equity Loan Services, I  
Attn: FACT Dept.  
1228 Euclid Avenue, Suite 100  
Las Vegas, NV 89101