

DOC # 0667451
02/07/2006 11:35 AM Deputy: BC
OFFICIAL RECORD
Requested By:
STEWART MORTGAGE INFORMATION
CO

Werner Christen - Recorder
Page: 1 of 4 Fee: 17.00
BK-0206 PG-2203 RPTT: 0.00

Douglas County - NV

Account #:8685458124 MER # 100037506854581247

MODIFICATION AGREEMENT

(Increase of Credit Limit)

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), dated as November 1, 2005, by and between Mortgage Electronic Resgistration Systems Inc. (the "Lender") and Rudy R. Hammond and Mary L. Hammond, Husband and Wife as Joint Tenants with Rights of Survivorship (the "Borrower"), provides:

WHEREAS, the Lender is the owner and holder of that certain mortgage, deed of trust or other security instrument (the "Security Instrument"), dated April 25, 2005 made by the Borrower to the Lender and recorded on 5/05/2005, as Doc No. 0643585 County of Douglas, State of NV securing the repayment of an indebtedness up to a maximum principal amount of \$30,000 plus interest owed by the Borrower to the Lender under the terms of a home equity line of credit agreement and promissory note (the "Account Agreement"), dated as of April 25, 2005; and

WHEREAS, the Lender has agreed to increase the Credit Limit under the Account Agreement to Sixty Thousand Dollars, (\$ 60,000);

NOW, THEREFORE, for good and valuable consideration, the Lender and the Borrower agree as follows:

- 1. The Account Agreement is hereby modified to increase the Credit Limit to \$60,000
- 2. The Security Instrument is hereby modified to increase the maximum aggregate amount of principal to be secured at any one time from \$30,000 to \$60,000
- 3. Previous Amendment of existing agreement: The Agreement was previously amended on N/A by amendment recorded on N/A as Inst.#/Book/pageN/A.
- 4. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the parties.
- 5.(a) Unless otherwise defined in the Agreement, all capitalized terms shall have the same meaning as given in the Account Agreement and Security Instrument.
- (b) Nothing in the Agreement shall be construed to be a satisfaction or release in whole or in part of the Account Agreement and Security Instrument. Except as otherwise specifically provided in the Agreement, the Account Agreement and

Form No. 3301 (6/00) Short Form Commitment, EAGLE SUPER EAGLE ORDER NO: 2949095 FILE NO: 2949095 LENDER REF: 685458111

Exhibit "A"

The land referred to in this policy is situated in the STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE, and described as follows:

LOT 859, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA. ON MARCH 27, 1974, IN BOOK 374, PAGE 676, AS FILE NO. 72456.

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ACKNOWLEDGMENT OF LENDER

Commonwealth OF Pennsylvania) SS
COUNTY OF Montgomery)
On 116-05, before me, a Notary Public in and for the County of Montgomery, State of PENNSYLVANIA, personally appeared Marnessa Birckett, to me personally known to be the Assistant Secretary of said corporation; that the Seal affixed to said instrument is the Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, Mortgage Electronic Resgistration Systems Inc.by the authority of its Board of Directors, and they acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it voluntarily executed.
IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notorial Seal the day and year last written. Notary Public in and for sald County and State My Commission Expires:
Notariat Seal Lynn R. Frazier, Notary Public Hoisham Twp., Modigomery Ocunty My-Commission Expires July 16, 2906 ember, Pennsylvania Association Of Notaries

BK- 0206 PG- 2205 02/07/2006 Security Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

This Modification Agreement is given, executed and delivered by the undersigned on the same day and year first written above.

Borrower: Rudy Hammond

Borrower: Mary Hammond

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Mortgage Electronic Resgistration Systems Inc.

1999 TOPLANARE OF LAWARE O

Marnessa Birckett Assistant Secretary

ACKNOWLEDGMENT OF BORROWER

STATE OF \

Neude

COUNTY OF

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Notary Public

My Commission Expires:

Notary Public

STATE OF NEVADA APPT. No. 04-86804-5 MY APPT. EXPIRES FEBRUARY 11, 2008

LINDA DENTON NOTARY PUBLIC

BK- 0206 PG- 2204 02/07/2006