DOC # 0672360 04/07/2006 02:46 PM Deputy: KLJ OFFICIAL RECORD Requested By: WELLS FARGO BANK

Douglas County - NV Werner Christen - Recorder

Page: 1

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BK-0406 PG- 2831 RPTT:

19.00



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

Prepared By:

PATRICIA RUIZ SERVICE PROCESSING SPECIA 11601 N BLACK CANYON HIGH PHOENIX, 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 # 1420-18-214-065

NEVADA \_\_\_{Space Above This Line For Recording Data} Account #: 0650-650-0280151-1998 Reference #: 20060687500584

Document #: 0660470

### **DEED OF TRUST MODIFICATION AGREEMENT**

This Modification is made this 15th day of March 2006	between
Wells Fargo Bank, N.A.	(the "Bank")
and JOSEPH M GAMROTH	
Name(s) of borrower(s) (the "Borrower")	
and	
Name(s) of borrower(s) (the "Borrower")	
and	
Name(s) of borrower(s) (the "Borrower")	
and	
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Name(s) of borrower(s) (the "Borrower")	
and	
Name(s) of borrower(s) (the "Borrower")	
rama(a) at contentat(b) (the Benevier)	1
and JOSEPH M GAMROTH	
Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor(s)/trustor(s))	agor")
residing at 3325 VISTA GRANDE BLVD CARSON CITY, NV,	
Address	
and	
Name(s) of mortgagor(s)/trustor(s) (the "Mortg	ggor")
and	, , , , , , , , , , , , , , , , , , ,
Name(s) of mortgagor(s)/trustor(s) (the "Mortg	ragor")
and	ugor )
Name(s) of mortgagor(s)/trustor(s) (the "Mortg	ragor")
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	m cor <sup>22</sup>
Name(s) of mortgagor(s)/trustor(s) (the "Mortg	agui )
and	
Name(s) of mortgagor(s)/trustor(s) (the "Mortg	agor)

modifies an original Deed of Trust (i) dated 10/20/2005 (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 10/20/2005, in the original maximum principal amount of \$20,000.00 with a maturity date of 10/20/2045, 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. 0660470, (iv) in connection with the filing of which, a mortgage registry tax
was paid to the Treasurer of said COUNTY in the amount of \$N/A on N/A
and that Treasurer has placed his or her stamp on the Mortgage, said stamp bearing the number N/A
and (v) which affects the rights with respect to the collateral defined therein as the "Property" which is located at 3325 VISTA GRANDE BLVD CARSON CITY, NV 89705
and is described as follows:
LOT 113, BLOCK F, AS SHOWN ON THE MAP OF SILVERADO HEIGHTS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON SEPTEMBER 18, 1978, AS DOCUMENT NO. 25326, AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED AUGUST 23, 1979, IN BOOK 879 OF OFFICIAL RECORDS AT PAGE 1725, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 35885, AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED OCTOBER 13, 1979, IN BOOK 1079 OF OFFICIAL RECORDS, AT PAGE 1039, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 37638.
1420-18-214-065
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's/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:
Change in Credit Limit. The Borrower/Co-Grantor hereby agrees that the maximum available principal amount of the Line of Credit is now \$ 30,000.00 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 N/A increased N/A decreased to 1/365 or 1/366 during leap years of N/A over the "Index Rate" which

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is disclosed in the Line of Credit.

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 \$ N/A 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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PG-2833 Wells Fargo Bank, N.A. Name of Bank Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor Mortgagor/Trustor JOSEPH M GAMROTH 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.

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## FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):	An 10 Non Ail	
STATE OF MUQUA, COUNTY	OF Mrsch City ss.	
	ersigned, a Notary Public in and for said State,	
personally appeared    MCNO//O Ba//anco   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 inst	trument and acknowledged to me that he/she/they	
executed the same in his/her/their authorized capacity(ies), and t	that by his/her/their signature(s) on the instrument	
the person(s), or the entity upon behalf of which the person(s) actor	ed, executed the instrument.	
WITNESS my/hand/and official seal_		
Signature: All Mark Res	CANAGE AND	
Palhania m mason	ANTARY VUEL 1	
Name: Uttilletill	5 : 4'S OU VEY 154 05-4943-3 My Appit, 1240 7 15 15 2009 8	
	CIRCLES CONTROL CONTRO	
My Commission expires: FEB. 15,8009	\\.	
Try Commission expires. 1075 1 2 70700 1	CATHERINE M. MAUZEY	
	NOTARY PUBLIC	
	(S&TATE OF NEVADA	
	No.05-94943-3 My Appt. Exp. Feb. 15, 2009	
	<b>C</b> 333333333333333333333333333333333333	
POR MORARIZATION OF PORPONIERS MORTOLOGOS		
FOR NOTARIZATION OF BORROWERS/MORTGAGORS		
ACKNOWLEDGMENT (All-Purpose):	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
STATE OF COUNTY	OF Chusen Cilly ss.	
On Maych 1/4 2006 before me, the und	ersigned, a Notary Public on and for said State,	
personally appeared () ( )		
Hoseph III Xlamorth		
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		
the person(s), or the entity upon behalf of which the person(s) act	ed, executed the instrument.	
WITNESS my hand and official seal.		
7. 11. 17. 11		
Signature: Mululle Baller	MICHELLE BALLANCE	
MIII RNI	NOTARY PUBLIC	
Name: Michelle Ballonco	NOTARY PUBLIC STATE OF NEVADA	
MIII RNI	NOTARY PUBLIC	
Name: Michelle Ballonco	NOTARY PUBLIC STATE OF NEVADA APPT. NO. 03-83920-2	
Name: Michael Ballonco (type or printed)  M. M. M. M. M.	NOTARY PUBLIC STATE OF NEVADA APPT. NO. 03-83920-2	
Name: Michael Ballonco (type or printed)  M. M. M. M. M.	NOTARY PUBLIC STATE OF NEVADA APPT. NO. 03-83920-2	

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ACKNOWLEDGMENT (All-Purpose):		
STATE OF Min Mu COUNTY OF (MUSEM (1/14)) ss.		
On March 162000 before me, the undersigned, a Notary Public in and for said State,		
personally appeared () () ()		
personally known to the 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 hand and official seal.		
Simple Mille Belles		
Signature: MICHELLE BALLANCE NOTARY PUBLIC		
Name:   (Chille Billiame STATE OF NEVADA		
(type or printed)  APPT. NO. 03-83920-2		
MY APPT. EXPIRES MAY 15, 2007		
My Commission expires: VIIII   5 000		
(Seal)		
(Oval)		
ACKNOWLEDGMENT (Ali-Purpose):		
STATE OF, COUNTY OF		
personally appeared		
personally known to me 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 sapacity(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:		
Name		
Name:(type or printed)		
(type of printed)		
My Commission expires:		
(5)		
(Seal)		
1 3		

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