·W.

Prepared by: Veronica Taylor Record and return by mail to: Home Equity Service Center Mail Stop SV-26 4001 Leadenhall Road Mount Laurel, NJ 08054 Attn: HELOC Department Loan No: 0029204872

PIN: 120-22-410-173

AMENDMENT TO AGREEMENT AND SECURITY INSTRUMENT DOC # 0673807
05/01/2006 12:00 PM Deputy: BC
OFFICIAL RECORD
Requested By:
MORTGAGE SERVICES CENTER

Douglas County ~ NV Werner Christen - Recorder

17.00

Page: 1 Of 4 Fee: BK-0506 PG-0158 RPTT:



THIS AMENDMENT is made by and between Charles Schwab Bank, NA, whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), Thomas F. Murphy & Jean T. Murphy, husband/wife, with rights of survivorship, who resides at 1453 Mary Jo Drive; Gardnerville, NV 89460 ("Borrower").

WHEREAS, on September 30, 2004 Lender established a home equity line of credit account (the "Account") in the name of Mortgagor with a maximum line of credit available under the Account in the amount of \$40,000.00; and

WHEREAS, in order for the Account to be established, Borrower/Mortgagor executed certain documents, including, but not limited to, an Agreement/Promissory Note (the "Agreement") and a Deed to Secure Debt and Assignment of Rents (the "Security Instrument"); and

WHEREAS, the Security Instrument was recorded on October 18, 2004 as Book 1004 Page 6924 in the official records of Douglas County, State of Nevada and encumbers the property described therein; and

WHEREAS, Mortgagor requests that Lender increase the maximum line of credit available under the Account to \$80,000.00; and

WHEREAS, in order for Lender to increase the maximum line of credit available under the Account to such amount, the Agreement and the Security Instrument must be amended to reflect the increased amount.

NOW THEREFORE, for and in consideration of (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. The Agreement and the Security Instrument are hereby amended to reflect that the maximum line of credit available under the Account, and the maximum principal amount secured by the Security Instrument, is now \$80,000.00.
- 2. Except as specifically modified hereby, the Agreement and the Security Instrument are hereby ratified and confirmed in all respects and remain in full force and effect.

Charles Schwab Bank, NA, by PHH Mortgage Corporation, Authorized Agent

> By: MU And Marc Hinkle, Vice President

Attest: Sergio Cargurevich, Assistant Secretary

Thomas F. Murphy

Jean T. Murphy

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BK- 0506 PG- 159 05/01/2006

## STATE OF NEW JERSEY **COUNTY OF BURLINGTON**

On 3/6, 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared Marc Hinkle and Sergio Gargurevich, Vice President and Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

Tarla My

Notary Public, State of New Jersey

Commission No:

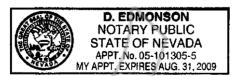
My Commission Expires:

Natasha A. Moss **NOTARY - NEW JERSEY** ID #2315009 My Commission Expires 5/13/09

STATE OF 4 Lucido COUNTY OF Nouglas

On 3-11-de before me, W. Edmonison , a Notary Public in and for said county, personally appeared Thomas F. Murphy & Jean T. Murphy, 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 hand and official seal.



mondon Name: D. Edmon soh Notary Public, State of Newada Commission No:05-101 305-5 My Commission Expires: 8.31-09

Loan No: 0029204872

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## **EXHIBIT A**

ALL THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF NEVADA, AS MORE FULLY DESCRIBED IN DEED BOOK 401, PAGE 5007, 1D# 1220-22-410-173, BEING KNOWN AND DESIGNATED AS LOT 984, 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, PAGE 676, AS DOCUMENT NO. 72456

BY FEE SIMPLE DEED FROM BETSY JEANNE DORRANCE, MARRIED AS SET FORTH IN DEED BOOK 401, PAGE 5007 DATED 04/05/2001 AND RECORDED 04/20/2001, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.



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