

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 7 Fee: 20.00  
BK-0806 PG- 3107 RPTT: 0.00



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

Prepared By:  
PAUL BROWN

18700 NW WALKER RD  
BEAVERTON, OR 97006  
503-614-5668

After Recording please return to:

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

APN / Tax ID # 1420-28-601-048

State of NEVADA {Space Above This Line For Recording Data}  
Reference #: 20060867300382 Account #: 0650-650-0896322-1998  
Document #: 0599292

**DEED OF TRUST MODIFICATION AGREEMENT**

This Modification is made this 30th day of March 2006 between  
Wells Fargo Bank, N.A. (the "Bank")

and RANDALL S. PHILLIPS

Name(s) of borrower(s) (the "Borrower")

and \_\_\_\_\_

Name(s) of borrower(s) (the "Borrower")

and \_\_\_\_\_

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and \_\_\_\_\_

Name(s) of borrower(s) (the "Borrower")

and \_\_\_\_\_

Name(s) of borrower(s) (the "Borrower")

and \_\_\_\_\_

Name(s) of borrower(s) (the "Borrower")

and RANDALL S. PHILLIPS

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

residing at 1326 PORTER DR MINDEN, NV, 89423

Address

and VICTORIA J. PHILLIPS

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

and \_\_\_\_\_

Name(s) of mortgagor(s)/trustor(s) (the "Mortgagor")

## Exhibit A

Reference #: 20060867300382

Acct #: 0650-650-0896322-1998

PARCEL 1: SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 266.75 NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT BEING THE NORTHWEST CORNER OF THE LAND CONVEYED IN THE DEED TO HAROLD KRABbenhOFT, ET AL, RECORDED SEPTEMBER 25, 1970 IN BOOK 79 OF OFFICIAL RECORDS AT PAGE 511, DOUGLAS COUNTY, NEVADA, THENCE FROM SAID POINT OF BEGINNING AND ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, NORTH 61.82 FEET TO THE SOUTHWEST CORNER OF LAND CONVEYED TO IN THE DEED TO JEAN LEKUMBERRY, RECORDED MAY 10, 1974 IN BOOK 574 OF OFFICIAL RECORDS AT PAGE 327, DOUGLAS COUNTY, NEVADA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LAND OF LEKUMBERRY, EAST 326.60 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED IN DEED TO HAROLD KRABbenhOFT, ET AL, RECORDED APRIL 7, 1970 IN BOOK 75 OF OFFICIAL RECORDS, AT PAGE 241, DOUGLAS COUNTY, NEVADA; THENCE ALONG THE WEST BOUNDARY OF SAID LAST LAND, SOUTH 61.82 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED IN DEED TO MELVIN CHARLES SIMON, ET UX, RECORDED APRIL 5, 1972 IN BOOK 98 OF OFFICIAL RECORDS AT PAGE 569, DOUGLAS COUNTY, NEVADA; THENCE ALONG THE NORTH BOUNDARY OF SAID LANDS OF KRABbenhOFT AND SIMON, WEST 326.6 FEET TO THE POINT OF BEGINNING. PARCEL 2: ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 163.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER A DISTANCE OF 163.30 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 266.75 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 163.30 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M., \*PLEASE NOTE PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOC #0509350 (02-26-2001)



modifies an original Deed of Trust (i) dated 07/31/2003 (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 07/31/2003, in the original maximum principal amount of \$ 56,946.00 with a maturity date of 07/31/2043, and payable to the order of Wells Fargo Bank, N.A. (iii) which is recorded in Book/Roll 1203 at page(s) 5030 of the COUNTY DOUGLAS of DOUGLAS County, State of NEVADA as document No. 0599292, (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 1326 PORTER DR MINDEN, NV 89423

and is described as follows:

SEE ATTACHED EXHIBIT

1420-28-601-048

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:

**Change in Credit Limit.** The Borrower/Co-Grantor hereby agrees that the maximum available principal amount of the Line of Credit is now \$ 100,000.00 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  increased  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 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 open-end 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 TRANSACTION.**

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 entitled to receive a refund of unearned charges in accordance with the law.



IN WITNESS WHEREOF, the Borrower/Co-Grantor and Lender have executed this Amendment as of the day and year first above written.

Wells Fargo Bank, N.A.

Name of Bank

By: Brian Howard

ITS Personal Banking Office

Randall S. Phillips

RANDALL S. PHILLIPS  
Mortgagor/Trustor

Victoria J. Phillips

VICTORIA J. PHILLIPS  
Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Mortgagor/Trustor

Randall S. Phillips

RANDALL S. PHILLIPS  
Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

{ Acknowledgements on Following Pages }

EQ359D (6/2005)



FOR NOTARIZATION OF BANK PERSONNEL

ACKNOWLEDGMENT (All-Purpose):

STATE OF NEVADA, COUNTY OF CLATSOP CITY } ss.  
On April 4, 2006 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

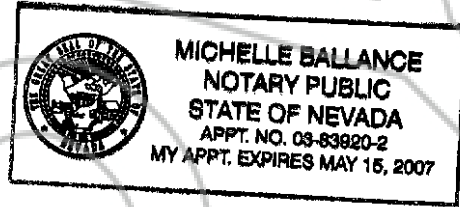
BRIAN HOWARD

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.

Signature: Michelle Ballance

Name: Michelle Ballance  
(type or printed)

My Commission expires: May 15 2007



(Seal)

FOR NOTARIZATION OF BORROWERS/MORTGAGORS

ACKNOWLEDGMENT (All-Purpose):

STATE OF NEVADA, COUNTY OF CLATSOP CITY } ss.  
On April 4, 2006 before me, the undersigned, a Notary Public in and for said State,  
personally appeared

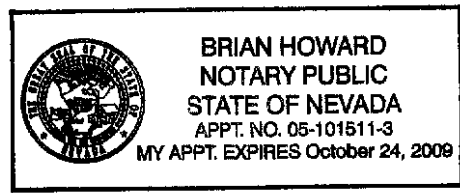
RANDALL S. PHILLIPS

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.

Signature: Brian Howard

Name: Brian Howard  
(type or printed)

My Commission expires: October 24, 2009



(Seal)



# All-purpose Acknowledgment

STATE OF NEVADA, COUNTY OF CALSON CITY

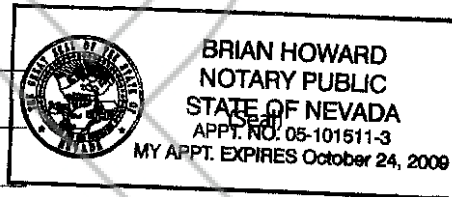
On 04-04-2006 before me, the undersigned, a Notary Public  
in and for said State, personally appeared

VICTORIA J. PHILLIPS

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.

Signature Brian Howard  
Name (type or printed) BRIAN HOWARD  
My commission expires: OCTOBER 24, 2009



HEL7494 (2-06 97914)