DOC # 0682460
08/16/2006 03:39 PM Deputy: SE
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 3 Fee: 41.00 BK-0806 PG-6668 RPTT: 0.00



A.P. N. 1220-24-410-006

AFTER RECORDING MAIL TO: WASHINGTON MUTUAL BANK P.O. Box 834 – CPC1205 SEATTLE, WA 98111

Attn: Modifications

Loan Number: 0676472558

#22788/9-WS

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made on August 2, 2006, between James A Vinton and Yvonne M Vinton (individually and collectively, if more than one, "Borrower") and WASHINGTON MUTUAL BANK, FA (The "Bank")

Borrower has obtained a loan from the Bank (the "Loan") in the original credit limit amount of <u>Sixty Two Thousand Five Hundred and 00/100 (\$62,500,00)</u>. The Loan is evidenced by a Line of Credit Agreement and Disclosure (the "Agreement") from Borrower dated <u>June 14, 2005</u> and secured by a Deed of Trust (the "Deed of Trust") from Borrower as grantor, dated <u>June 14, 2005</u> and recorded on <u>June 30, 2005 in Book 0605, Page 14311 Instrument No. 0648283</u> in Official Records of <u>Douglas</u> County, <u>NV</u>. The Loan covers the property described in the Deed of Trust and located at the address shown below (the "Property").

## 644 Frontage Rd - Gardnerville, NV 89410

Borrower and the Bank now wish to make certain modifications to the loan terms, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Modification to Agreement. The Agreement is hereby modified as follows:
  - 1.1 Credit Limit. The maximum credit limit shall be lowered to \$60,000.00 from \$62,500.00
- 2. Miscellaneous. Except as herein modified, all the terms, covenants and conditions of the Agreement and Deed of Trust remain in full force and effect without modification or change. Each of the undersigned borrowers hereby ratifies and reaffirms such Borrower's personal liability for the payment of obligations contained in the Agreement and Deed of Trust. Nothing herein shall affect the validity or lien priority of the Deed of Trust on the property as security for the payment of all amounts owing on the Agreement as herein modified.

Dated as of the day and year first above written.

Borrower(s):

James A Vinton

Vyonne M Vinton

ACKNOWLEDGMENT OF GRANTOR
State of NENANA)
County of PODGLAS)
ON this 4 day of AUGUST, 2006, personally appeared before James A Vinton and Yvonne M
<u>Vinton</u> to me known to be the individual(s) described in and who executed the within and foregoing
Instrument, and acknowledged that _he/she_signed the same as THEIR free and voluntary act and
deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 9nd day
of AU6UST 2005: 2006 RDM
B Dato Made
19/2000/11. VIII e Ivany
Notary Public in and for the State of 'NEVAOA, residing at
<u>CARSON CITY</u> My appointment expires 4-23-08
wy appoinment expires $4-13-00$
Bank: WASHINGTON MUTUAL BANK, FA ROBERT D. MCNEELY
NOTARY PUBLIC
By: // STATE OF NEVADA
Date Appointment Expr. 04-23-2009 Certificate Not 96-2147-3
MARIANNE REGO
CORPORATE OFFICER
ACKNOWLEDGMENT OF LENDER
State of <u>CA</u>
County of Santa Clara )
ON this day of, 2006, before me with what the undersigned, a Notary Public
in and for the State of California, duly commissioned and sworn, personally appeared Street to
me known to be the States Piedor of Washington Mutual Bank, FA the corporation that executed the
foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and on oath stated that said individual is
authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year first above written.
year first above written marranne kego
Notary Publich in and for the State of California, County of Santa Clara, Residing at
Treating it doller the State of Camorina, Country of Santa Clara, Residing at
My appointment expires $1/-1/-3/2$
KATHERINE WONG
Commission # 1622904 Notary Public - California 2
Santa Clara County
My Comm. Expires Nov 19, 2009

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## EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 6 OF RIVERVIEW ESTATES AS SHOWN ON THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 15, 1965, IN BOOK 36, AT PAGE 522, A DOCUMENT NO. 30403.

