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OFFICIAL RECORD

Requested By:  
FIRST CENTENNIAL TITLE CO OF

APN: 1420-28-301-023

AFTER RECORDING MAIL TO:

Beneficiary/Lender:

Sierra Pacific Federal Credit Union  
6100 Neil Road  
Reno, NV 89511

155181-KM

NV  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-0806 PG-12039 RPTT: 0.00



NOTICE OF INCREASE OF MAXIMUM PRINCIPAL BALANCE ON  
REVOLVING CREDIT DEED OF TRUST

This Agreement is made and entered into this 24th day of August, 2005 by and Between Donald and Lillis French Living Trust, dated February 7, 2005, Donald E. French and Lillis M. French, Trustees ("Borrowers") and SIERRA PACIFIC FEDERAL CREDIT UNION, a cooperative association existing under the laws of the United States, ("Lender"), and is made with reference to the following:

WITNESSETH:

WHEREAS, Lender has heretofore on or about September 30, 2003, granted Borrowers a revolving home equity line of credit loan (the "loan") in the maximum principal balance of Twenty Five Thousand and no cents (\$25, 000.00). Said loan is evidenced by that certain (i) Open-End Equity Credit Agreement and Truth in Lending Disclosure (dated September 30, 2003); (ii) Home Equity Addendum (dated February 7<sup>th</sup>, 2005); (iii) Revolving Credit Deed of Trust (dated September 30, 2003); and (iv) Home Equity Advance Voucher, including, but not limited to that dated September 30, 2003 (collectively referred to herein as the "Loan Documents"); and

WHEREAS, repayment of the loan was secured by that certain Revolving Credit Deed of Trust executed by Borrowers and dated September 30, 2003 wherein Donald E. French is Trustor, SIERRA PACIFIC FEDERAL CREDIT UNION, is Trustee, and SIERRA PACIFIC FEDERAL CREDIT UNION is Beneficiary, hereinafter "Deed of Trust". Said Deed of Trust was recorded in the Official Records of Douglas County, Nevada, on October 14, 2003 as Document No.0593465 and

Said Deed of Trust encumbers all of that certain part or parcel of real property Situate in the County of Douglas, State of Nevada, and is commonly known and referred to as 2884 San Juan Circle Minden, NV 89423 and is more particularly described as follows:

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WHEREAS, Borrowers have requested an increase in the maximum principal balance, which is to be secured by the Deed of Trust; and

WHEREAS, upon the terms and conditions hereof, Lender has agreed to an increase in the maximum principal balance to a total of \$104,892.00; and

WHEREAS, provided there are no intervening encumbrances having a priority as the Deed of Trust, Lender has agreed to an increase in the maximum principal balance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the parties hereto, mutually agreed as follows:

1. Lender has agreed to increase to Borrowers' maximum principal balance to a total of One Hundred Four thousand Eight Hundred and Ninety Two and no cents (\$104,892.00) to be secured by the Deed of Trust. Interest shall accrue as provided in the Loan Documents.

2. Save and except as herein expressly provided, all of the terms of the Loan Documents and any other agreements or security instruments, if any, referred to herein or previously executed by the parties, shall remain in full force and effect and shall be unaffected and unchanged by this Agreement, and no present or future right, remedy, benefit or powers belonging to or accruing to the Lender under the Loan Documents, shall be affected, prejudiced, limited or restricted in any way hereby.

3. A duly executed and acknowledged copy of the Notice of Increase of



Maximum Principal Balance Under Revolving Credit Deed of Trust shall be recorded in the Official Records of Washoe County, Nevada and shall serve as notice of the increase in the maximum principal balance allowed under the loan, which is secured by the Deed of Trust.

4. Borrowers represent to Lender they have not caused or created any lien or other encumbrance on the property, which would have a priority over the Deed of Trust and the increased maximum principal balance secured by the Deed of Trust.

5. Borrowers further agree that in the event it is determined there are intervening liens or encumbrances having a priority over the sums advanced, Lender may, in its sole discretion, declare a default under the terms of the loan documents securing the increased maximum principal balance and the terms of the Loan Documents or other loan document effectuated incident to this increased maximum principal balance.

6. The provisions hereof shall be binding upon the inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. Borrowers agree to execute such other or additional documents as may be reasonably requested by Lender or the title insurer insuring the priority of the Deed of Trust in order to conform to the objects and purposes hereof.

IN WITNESS WHEREOF, the parties have set their hand and affixed their seals that date and year first above written.

BORROWERS:

Donald E. French e TRUSTEE - 8/24/06

Donald E. French

Lillis M. French - TRUSTEE 8.24.06

Lillis M. French

Trustees of the Donald and Lillis French Living Trust, dated February 7, 2005



LENDER:

SIERRA PACIFIC FEDERAL CREDIT UNION

*[Handwritten Signature]*  
\_\_\_\_\_  
James Hunting, CEO

STATE OF NEVADA )

: ss.

COUNTY OF WASHOE )

On this 24th day of August, 2006 personally appeared before me, the undersigned, a Notary Public, and Donald E. French and Lillis M. French, known or proved to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

*[Handwritten Signature]*  
\_\_\_\_\_

NOTARY PUBLIC

STATE OF NEVADA )

: ss.

COUNTY OF WASHOE )



On this 24th day of August, 2006 personally appeared before me, the undersigned, a Notary Public, James Hunting, CEO for Sierra Pacific Federal Credit Union, known or proved to me to be the person who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

*[Handwritten Signature]*  
\_\_\_\_\_

NOTARY PUBLIC



**EXHIBIT "A"**

**Lot 152, Block A, as shown on the Final Map #PD99-02-06 for SARATOGA SPRINGS ESTATES UNIT NO. 6, a Planned Development, recorded in the Office of the County Recorder of Douglas County, Nevada, on June 28, 2002, in Book 0602, at Page 10142, as Document No. 546028.**

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