

19-

APN: 1320-30-115-004

Recording requested by:

First Tennessee Bank National Association

After recording return to:

WHEN RECORDED RETURN TO:

✓ UNITED GENERAL TITLE INS  
FISERV-600A JOHN RODES BLVD  
MELBOURNE, FL 32934

DOC # 0687565  
10/31/2006 08:20 AM Deputy: CF

OFFICIAL RECORD

Requested By:

FISERV LENDING SOLUTIONS

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00  
BK-1006 PG-11099 RPTT: 0.00



[Space Above This Line For Recording Data]



**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST**

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST HORIZON HOME LOAN CORPORATION and Evan Beavers and Vicki Beavers, Husband and Wife As Joint Tenants ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean First Horizon Home Loan Corporation.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated June 13, 2006, which is secured by a Deed of Trust of the same date recorded in Document Number 0677660 Book 0606 at Page 6949 of the Official Records of Douglas County (the "Security Instrument"), covering real property located at 1757 Lupine Circle, Minden, Nevada 89423 (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, this Agreement and the Security Instrument shall be governed by the provisions of NRS §§ 106.300-106.400; and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

- A. **AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of October 3, 2006 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

Borrower's Initials

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$ 100,000 to \$ 150,000.

EPB VB

2. Your Rate Differential (Margin above Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from 0.00 % to -0.40 %.

EPB VB

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$ 100,000 to \$ 150,000.

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.



BK- 1006  
PG- 11100  
0687565 Page: 2 Of 6 10/31/2006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

Sign Name: Linda Eddy

Print Name: LINDA EDDY

Sign Name: Linda Eddy

Print Name: LINDA EDDY

LH  
Vicki Hayes

BORROWER:

Evan  
Evan Beavers

Date: 10/3/06


Vicki Beavers  
Vicki Beavers

Date: 10/3/06

FIRST HORIZON HOME LOAN CORPORATION

By: Lisa A Garry  
Name: Lisa A Garry  
Title: Limited Vice President

Date: 10-5-06

  
0687565 Page: 3 Of 6 10/31/2006 BK- 1006 PG- 11101

ACKNOWLEDGEMENTS<sup>2</sup>

State of Nevada)

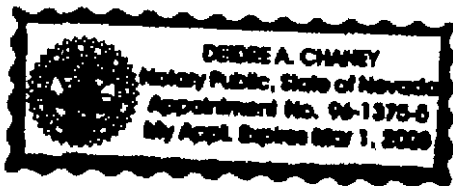
County of Douglas ) ss

This instrument was acknowledged before me on October  
3, 20 06, by Evan Beavers and Vicki Beavers.

(Seal, if any)

Deidre A Chaney  
(Notary Public)

My Commission Expires: 3-1-08



COOPER



0687565 Page: 4 Of 6 10/31/2006 BK- 1006 PG- 11102

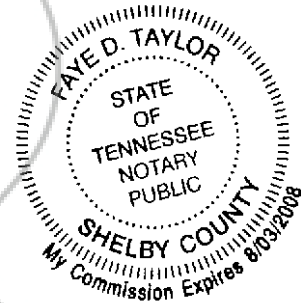
STATE OF TENNESSEE, COUNTY OF SHELBY, to wit:

Before me, a notary public of the state and county mentioned, personally appeared Lisa A Garry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Limited Vice President of First Horizon Home Loan Corporation, a corporation, and that, in her capacity as a Limited Vice President of the said corporation and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

Witness my hand and seal, on this 5 day of October, 2006.

Faye D. Taylor [SEAL]  
Print Name: Faye D. Taylor  
Notary Public

My commission expires on 08/03/2008.



<sup>1</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

<sup>2</sup> If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.



0687565 Page: 5 Of 6 10/31/2006

BK- 1006  
PG- 11103

G297F624

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DOUGLAS AND STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 4, BLOCK L, AS SHOWN ON THE OFFICIAL MAP O WESTWOOD VILLAGE UNIT NO.II, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 23, 1988, AS DOCUMENT NO.180866.

PARCEL ID: 1320-30-115-004

PROPERTY ADDRESS: 1757 LUPINE CIR

