

Assessor Parcel No(s):
1220-16-210-130

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 10 Fee: 23.00
BK-1106 PG- 7934 RPTT: 0.00



WHEN RECORDED MAIL

TO:
JPMorgan Chase
Bank, N.A.
Retail Loan Servicing
✓ KY2-1606
P.O. Box 11606
Lexington, KY
40576-1606



4652857+2
MCLEAN, KERRY
MODIFICATION AGREEMENT

00427011120115

FOR RECORDER'S USE ONLY

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 2, 2006, is made and executed between KERRY JOANNE MCLEAN; GARY H MCLEAN; and THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002, whose addresses are 1269 KINGSTON WAY, GARDNERVILLE, NV 89460, 1269 KINGSTON WAY, GARDNERVILLE, NV 89460 and 1269 KINGSTON WAY, GARDNERVILLE, NV 89460 ("Borrower"), KERRY JOANNE MCLEAN, and GARY H MCLEAN, as Trustees on behalf of THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002, whose address is 1269 KINGSTON WAY, GARDNERVILLE, NV 89460; and KERRY JOANNE MCLEAN, whose address is 1269 KINGSTON WAY, GARDNERVILLE, NV 89460; GARY H MCLEAN, whose address is 1269 KINGSTON WAY, GARDNERVILLE, NV 89460 ("Grantor"), and JPMORGAN CHASE BANK, N.A. ("Lender").

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated November 10, 2005, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated November 10, 2005 and recorded on November 21, 2005 in book 999999, in Recording/Instrument Number 661248, in the office of the County Clerk of DOUGLAS, Nevada (the

MODIFICATION AGREEMENT

Loan No: 427011120115

(Continued)

"Mortgage").

This agreement secures future advances, and shall be governed by the provisions of Nevada law set forth in NRS Sections 106.300 through 106.400 (relating to encumbrance to secure future advance).

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

Parcel ID Number: 1220-16-210-130

LOT 10 IN BLOCK 1 AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF RANCHOS ESTATES" FILED FOR RECORD ON OCTOBER 30, 1972 IN BOOK 1072 PAGE 642 AS DOCUMENT NO. 62493, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER IN DOUGLAS COUNTY, STATE OF NEVADA.

The Real Property or its address is commonly known as 1269 KINGSTON WAY, GARDNERVILLE, NV 89460. The Real Property tax identification number is 1220-16-210-130.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$100,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$100,000.00** at any one time.

As of **November 2, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **0.38%**.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Credit Line Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase



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(Continued)

Manhattan Bank; The Chase Manhattan Bank, N.A., Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED NOVEMBER 2, 2006.



MODIFICATION AGREEMENT

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(Continued)

BORROWER:

x Kerry Joanne McLean
KERRY JOANNE
MCLEAN Individually

x Gary H. McLean
GARY H MCLEAN,
Individually

THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST
AGREEMENT DATED FEBRUARY 14, 2002

By: Kerry Joanne McLean, Trustee of the Gary Hugh and Kerry
Joanne McLean Trust agreement
dated February 14, 2002
KERRY JOANNE
MCLEAN,, Trustee of
THE GARY HUGH
AND KERRY
JOANNE MCLEAN
TRUST AGREEMENT
DATED FEBRUARY
14, 2002

By: Gary H McLean, Trustee of the Gary Hugh and Kerry
Joanne McLean Trust agreement
dated February 14, 2002
GARY H MCLEAN,,
Trustee of THE
GARY HUGH AND
KERRY JOANNE
MCLEAN TRUST
AGREEMENT DATED
FEBRUARY 14, 2002



MODIFICATION AGREEMENT

Loan No: 427011120115

(Continued)

GRANTOR:

THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST
AGREEMENT DATED FEBRUARY 14, 2002

By: Kerry Joanne McLean, Trustee of the Gary Hugh and Kerry
KERRY JOANNE
MCLEAN, Trustee of
THE GARY HUGH
AND KERRY
JOANNE MCLEAN
TRUST AGREEMENT
DATED FEBRUARY
14, 2002
*Joanne McLean Trust Agreement
dated February 14, 2002*

By: Gary H McLean, Trustee of the Gary Hugh and Kerry,
GARY H MCLEAN,,
Trustee of THE
GARY HUGH AND
KERRY JOANNE
MCLEAN TRUST
AGREEMENT DATED
FEBRUARY 14, 2002
*Joanne McLean Trust agreement dated
February 14, 2002*

x Kerry Joanne McLean
KERRY JOANNE
MCLEAN, Individually

x Gary H McLean
GARY H MCLEAN,
Individually

LENDER:

x Will Salisbury
Authorized Signer
WILL SALISBURY



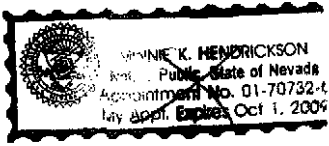
MODIFICATION AGREEMENT
(Continued)

Loan No: 427011120115

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

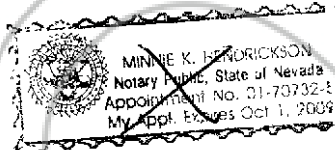
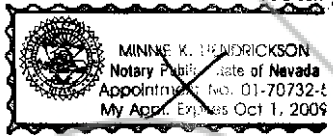
This instrument was acknowledged before me on 2 November, 2006 by KERRY JOANNE MCLEAN and GARY H MCLEAN.



Minnie K. Hendrickson
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)



MODIFICATION AGREEMENT
(Continued)

Loan No: 427011120115

TRUST ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 2 November, 2006 by KERRY JOANNE MCLEAN,, Trustee; GARY H MCLEAN,, Trustee of THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002, as designated trustees of THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002.



Minnie K Hendrickson

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

MODIFICATION AGREEMENT

Loan No: 427011120115

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Nevada

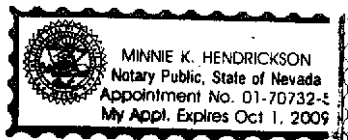
)

) SS

COUNTY OF Douglas

)

This instrument was acknowledged before me on 2 November, 2006 by KERRY JOANNE MCLEAN,, Trustee; GARY H MCLEAN,, Trustee of THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002, as designated trustees of THE GARY HUGH AND KERRY JOANNE MCLEAN TRUST AGREEMENT DATED FEBRUARY 14, 2002.

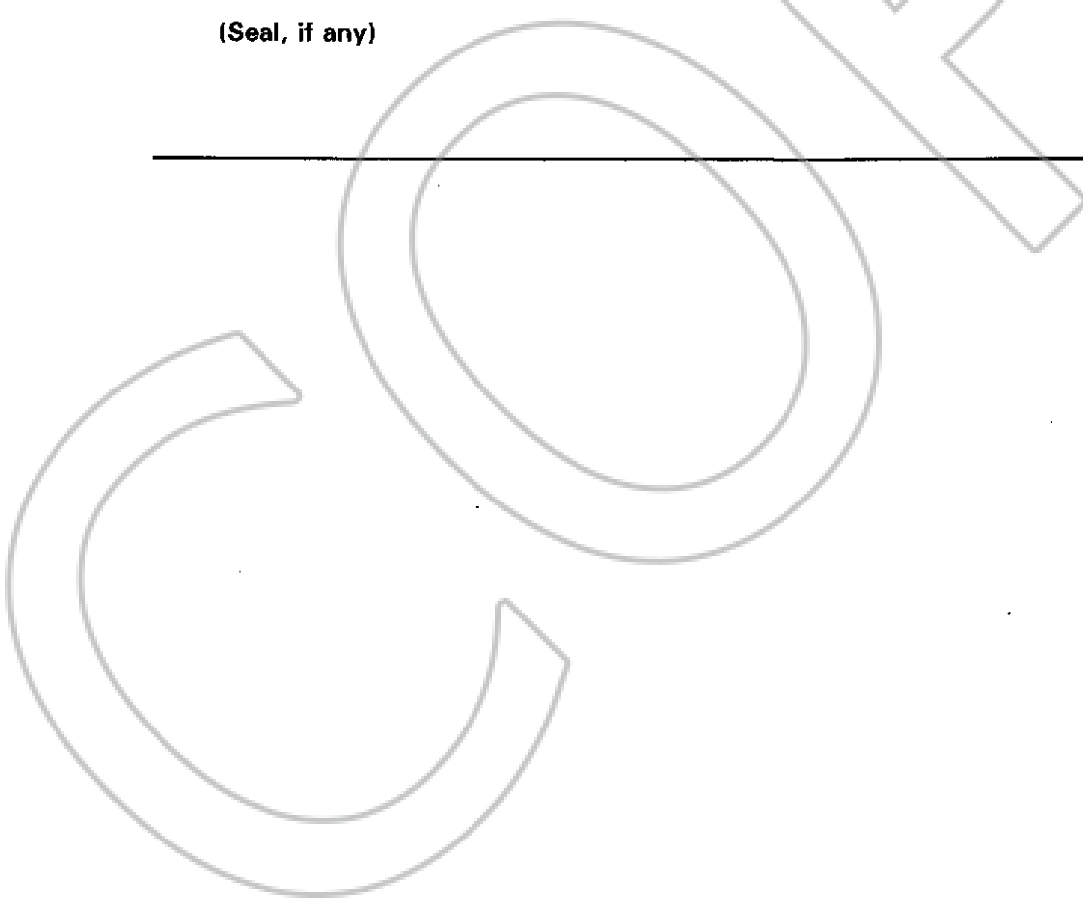


Minnie K. Hendrickson

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)



MODIFICATION AGREEMENT

Loan No: 427011120115

(Continued)

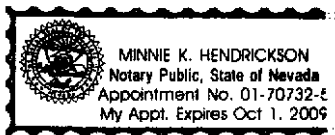
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

)
) SS

COUNTY OF Douglas

This instrument was acknowledged before me on 2 November, 2006 by KERRY JOANNE MCLEAN and GARY H MCLEAN.



(Seal, if any)

Minnie K. Hendrickson
(Signature of notarial officer)

Notary Public in and for State of Nevada

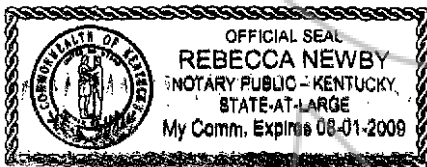
LENDER ACKNOWLEDGMENT

STATE OF Kentucky

)
) SS

COUNTY OF Fayette

This instrument was acknowledged before me on 11-13-06 by WILL SALISBURY as designated agent of JPMorgan Chase Bank, NA.



(Seal, if any)

Rebecca Newby
(Signature of notarial officer)

Notary Public in and for State of Kentucky

WHEN RECORDED MAILTO:

**JPMorgan Chase Bank, N.A.
Retail Loan Servicing
KY2-1606
P. O. Box 11606
Lexington, KY 40576-1606**

FOR RECORDER'S USE ONLY

NEVADA DEED OF TRUST AFFIRMATION STATEMENT

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Signed by: Will Salisbury

Printed Name

WILL SALISBURY

Title: Collateral Specialist