

Assessor Parcel No(s):  
1022-18-002-015

DOC # 0690487  
12/12/2006 09:40 AM Deputy: SD  
OFFICIAL RECORD  
Requested By:  
CHASE BANK



3613193+5

00426370270697

DION, J  
MODIFICATION AGREEMENT

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 11 Fee: 24.00  
BK-1206 PG- 3655 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

FOR RECORDER'S USE ONLY

00426370270697

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated November 20, 2006, is made and executed between J GEORGE DION; ELIZABETH I DION; and THE DION FAMILY TRUST DATED FEBRUARY 3, 1990, whose addresses are 1547 MOSS CIR, GARDNERVILLE, NV 89410, 1547 MOSS CIR, GARDNERVILLE, NV 89410 and 1547 MOSS CIR, GARDNERVILLE, NV 89410 ("Borrower"), J GEORGE DION and ELIZABETH I DION, as Trustees on behalf of THE DION FAMILY TRUST DATED FEBRUARY 3, 1990; and J GEORGE DION AND ELIZABETH I DION, whose address is 1547 MOSS CIR, GARDNERVILLE, NV 89410 ("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 **March 29, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **March 29, 2004** and recorded on **April 7, 2004** in book **0404**, on page **2934**, in Recording/Instrument Number **609550**, in the office of the County Clerk of **DOUGLAS, Nevada** (the "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

**MODIFICATION AGREEMENT**

Loan No: 00426370270697

(Continued)

(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: 1022-18-002-015

LOT 46 IN BLOCK A OF HOLBROOK HIGHLANDS, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 22, 1978 IN BOOK 378 PAGE 1422, AS DOCUMENT NO. 18825.

The Real Property or its address is commonly known as 1547 MOSS CIR, GARDNERVILLE, NV 89410. The Real Property tax identification number is 1022-18-002-015.

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 **\$200,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$200,000.00** at any one time.

As of **November 20, 2006** the margin used to determine the interest rate on the outstanding unpaid principal amount due under the Equity Line Agreement shall be **-0.260%**.

**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 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,



**MODIFICATION AGREEMENT**

Loan No: 00426370270697

(Continued)

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 20, 2006.**



MODIFICATION AGREEMENT

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(Continued)

BORROWER:

X J George Dion  
J GEORGE DION,  
Individually

X Elizabeth I Dion  
ELIZABETH I DION,  
Individually

THE DION FAMILY TRUST DATED FEBRUARY 3, 1990

By: J George Dion trustee  
J GEORGE DION,,  
Trustee of THE DION  
FAMILY TRUST  
DATED FEBRUARY  
3, 1990

By: Elizabeth I Dion trustee  
ELIZABETH I DION,,  
Trustee of THE DION  
FAMILY TRUST  
DATED FEBRUARY  
3, 1990

MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

GRANTOR:

THE DION FAMILY TRUST DATED FEBRUARY 3, 1990

By: J. George Dion trustee  
 J. GEORGE DION,  
 Trustee of THE DION  
 FAMILY TRUST  
 DATED FEBRUARY  
 3, 1990

By: Elizabeth I Dion Trustee  
 ELIZABETH I DION,  
 Trustee of THE DION  
 FAMILY TRUST  
 DATED FEBRUARY  
 3, 1990

X J. George Dion tr  
 J. GEORGE DION,  
 Individually

X Elizabeth I Dion  
 ELIZABETH I DION,  
 Individually

LENDER:

X Will Salisbury  
 Authorized Signer  
 Will Salisbury

MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

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) SS

COUNTY OF Douglas

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This instrument was acknowledged before me on 20 November, 2006 by J GEORGE DION and ELIZABETH I DION.



*Minnie K. Hendrickson*

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

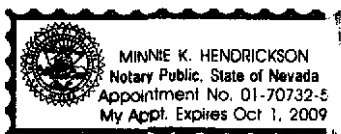
TRUST ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

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) SS  
)

This instrument was acknowledged before me on 20 November, 2006 by J GEORGE DION,, Trustee; ELIZABETH I DION,, Trustee of THE DION FAMILY TRUST DATED FEBRUARY 3, 1990, as designated trustees of THE DION FAMILY TRUST DATED FEBRUARY 3, 1990.



Minnie K. Hendrickson  
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Nevada

)  
) SS

COUNTY OF Douglas

This instrument was acknowledged before me on 20 November, 2006 by J GEORGE DION,, Trustee; ELIZABETH I DION,, Trustee of THE DION FAMILY TRUST DATED FEBRUARY 3, 1990, as designated trustees of THE DION FAMILY TRUST DATED FEBRUARY 3, 1990.



Minnie K Hendrickson

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)



MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

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) SS  
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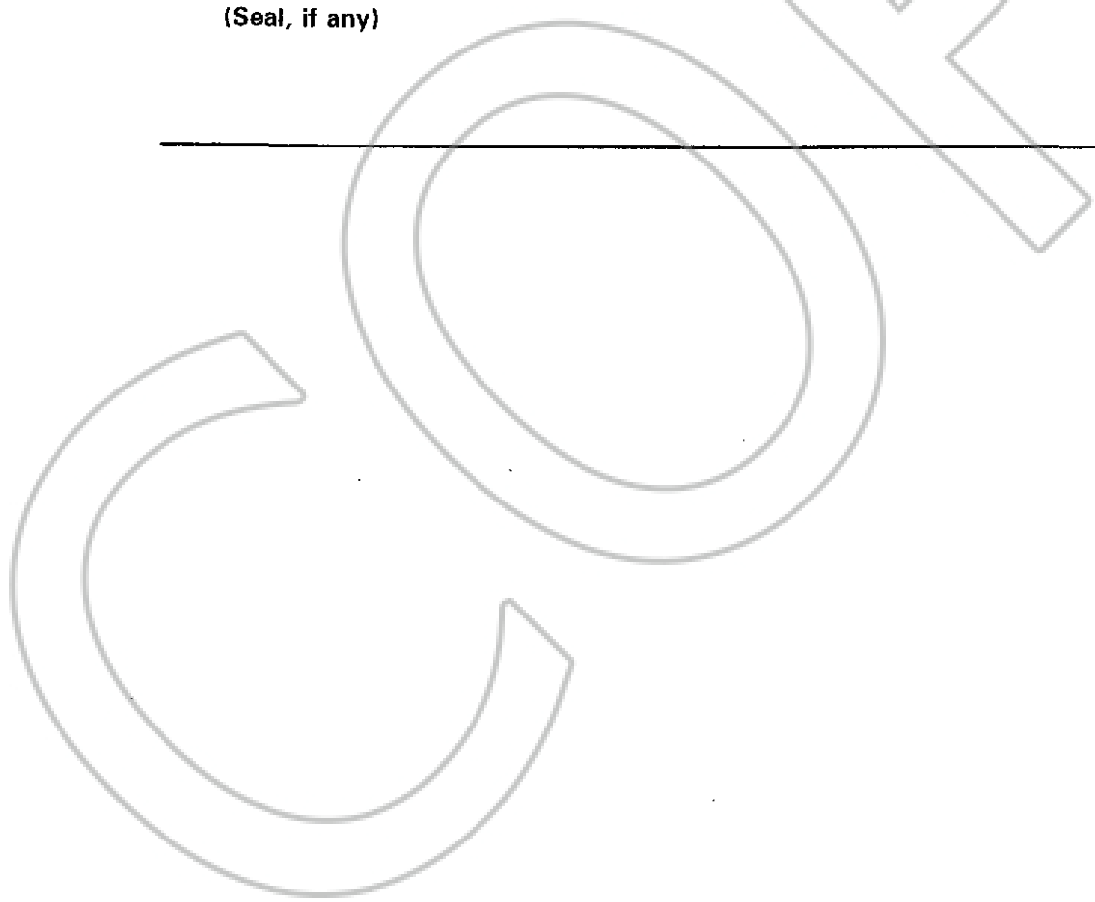
This instrument was acknowledged before me on 20 November, 2006 by J GEORGE DION and ELIZABETH I DION.



(Seal, if any)

Minnie K. Hendrickson  
(Signature of notarial officer)

Notary Public in and for State of Nevada



MODIFICATION AGREEMENT

Loan No: 00426370270697

(Continued)

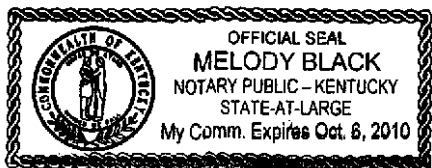
LENDER ACKNOWLEDGMENT

STATE OF Kentucky

COUNTY OF Fayette

)  
) SS  
)

This instrument was acknowledged before me on 30 Nov 2006 by Will Salisbury as designated agent of JPMorgan Chase Bank, NA.



Melody Black  
(Signature of notarial officer)

Notary Public in and for State of Ky

(Seal, if any)

MELODY BLACK



**WHEN RECORDED MAIL TO:**

**JP Morgan 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: *Melody Black*

Printed Name MELODY BLACK

Title: COLLATERAL SPECIALIST

