

APN# 1220-23-000-013

Prepared By:
Wells Fargo Bank, N.A.
GWEN WALKER
DOCUMENT PREPARATION
2202 WEST ROSE GARDEN LANE
PHOENIX, ARIZONA 85027
877-524-0858

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0107 PG- 6243 RPIT: 0.00



After Recording please return to:
Wells Fargo Bank, N.A.
✓ Attn: Document Mgt.
P.O. Box 31557
MAC B6908-012
Billings, MT 59107-9900

State of Nevada {Space Above This Line For Recording Data}
Account number: 650-650-0200451-1998 Reference number: 20062925900047

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

This Modification Agreement (this "Agreement") is made this **27TH DAY OF NOVEMBER, 2006**, between **Wells Fargo Bank, N.A.** (the "Lender") and **RON HALL, AND JOAN HALL, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON** (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated **December 23, 2005**, in the original maximum principal amount of **\$ 100,000.00**. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll 0106 at page(s) 5174 of the County of **DOUGLAS** County, State of Nevada as document No. **0665793** (the "Security Instrument"), and covering real property located at **657 STONES THROW ROAD, GARDNERVILLE, NEVADA 89410** (the "Property") and described as follows:

SEE ATTACHED EXHIBIT **A** ✓

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to **\$200,000.00** and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.



Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

The Borrower hereby agrees to pay to the Lender the following fees related to this Agreement:

N/A

*This amount is an estimate. The actual recording/filing fee is shown on the HUD Settlement Statement that is attached to and incorporated into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

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

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

Co-Truster/Co-Mortgagor Liability. As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.

The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.


Borrower **RON HALL**

(Seal)


Borrower **JOAN HALL**

(Seal)



Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Borrower _____ (Seal)

Wells Fargo Bank, N.A.

By: Sarah Menozes King (Seal) Sarah Menozes King
Its: Personal Banker

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

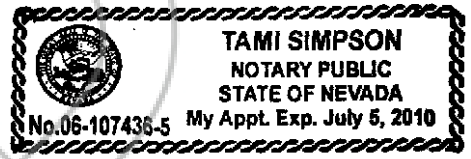
STATE OF Nevada
COUNTY OF Douglas) ss.

On this 27 day of November, 2006, before me, a Notary Public in and for said county personally appeared Sarah Mercedes King, to me personally known, who being by me duly (sworn or affirmed) did say that that person is a banker of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said banker acknowledged the execution of said instrument to be the voluntary act and deed of said association ~~by~~ it voluntarily executed.

Tami Simpson
Notary Public

Nevada
State of

My commission expires: JUN 5 2010



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douglas

This instrument was acknowledged before me on November 27, 2006 (date)
by ~~Ron and Joan Hall and Ron Hall~~
(name(s) of person(s)).

(Seal, if any)

Sarah Menezes King
(Signature of notarial officer)
Notary Public
(Title and rank (optional))

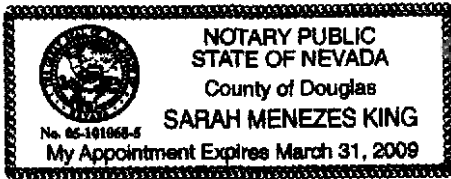


EXHIBIT A

Reference: 20062925900047

Account: 650-650-0200451-1998

Legal Description:

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING A PORTION OF THE N.E. 1/4 OF THE S.E. 1/4 OF SECTION 23, AND THE N.W. 1/4 OF THE S.W. 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: PARCEL 1-D AS SHOWN ON THAT PARCEL MAP FOR S.M.S. ENTERPRISES RECORDED JANUARY 10, 1978 IN BOOK 178 OF OFFICIAL RECORDS, AT PAGE 560, DOUGLAS COUNTY, NEVADA, SAID MAP BEING A REDIVISION OF PARCEL 1 AS SHOWN ON THAT RECORD OF SURVEY FOR S.M.S. ENTERPRISES, RECORDED APRIL 9, 1973, IN BOOK 473 OF OFFICIAL RECORDS, AT PAGE 157, DOUGLAS COUNTY, NEVADA. AND THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 23 AND THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY SECTION LINE OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. 395, WHICH POINT IS FURTHER DESCRIBED AS BEARING SOUTH 0 DEGREES 10 MINUTES EAST A DISTANCE OF 3,043.95 FEET FROM THE NORTHEAST CORNER OF SECTION 23; THENCE SOUTH 38 DEGREES 48 MINUTES EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. 395, A DISTANCE OF 57.42 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 70.00 FEET AND AN INTERNAL ANGLE OF 39 DEGREES 45 MINUTES, FOR AN ARC DISTANCE OF 48.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 44 MINUTES 59 SECONDS WEST, 69.71 FEET; THENCE SOUTH 75 DEGREES 52 MINUTES 52 SECONDS EAST, 56.19 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET AND AN INTERNAL ANGLE OF 32 DEGREES 00 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 39.10 FEET TO THE POINT OF BEGINNING. "PER NRS 111.312, THIS LEGAL DESCRIPTION WAS PREVIOUSLY RECORDED AT DOCUMENT NO.0665793, BOOK NO. 106, PAGE #5174, ON DECEMBER 23, 2005."

Exhibit A, CDP.V1 07/2004



1/1

Documents Processed 01-10-2007, 14:05:45



BK- 0107
PG- 6248
0693206 Page: 6 Of 6 01/22/2007