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02/26/2007 03:14 PM Deputy: SD
OFFICIAL RECORD
Requested By:
CHASE BANK

Assessor Parcel No(s):
1318-10-416-027



4759081+3
EVANS, DAVID
MODIFICATION AGREEMENT

00429228436186

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0207 PG- 9356 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

00429228436186

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated February 7, 2007, is made and executed between **DAVID ALLEN EVANS** and **MARVELLE STARRE EVANS**, whose addresses are 624 ALMA WAY, ZEPHYR COVE, NV 89448 and 624 ALMA WAY, ZEPHYR COVE, NV 89448 ("Borrower"), **DAVID ALLEN EVANS** and **MARVELLE STARRE EVANS, HUSBAND AND WIFE AS JOINT TENANTS**, whose address is 624 ALMA WAY, ZEPHYR COVE, NV 89448 ("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 **September 7, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **September 7, 2004** and recorded on **February 1, 2005** in book 0205, on page 88, in Recording/Instrument Number 635718, 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 (relating to encumbrance to secure future advance).

MODIFICATION AGREEMENT

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

Parcel ID Number: 1318-10-416-027

LOT 19 IN BLOCK A, AS SHOWN ON THE PLAT OF THE SECOND ADDITION TO ZEPHYR HEIGHTS SUBDIVISION, ACCORDING TO THE FILED MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 6, 1948, IN BOOK 1 OF MAPS, AS FILE NO. 6530.

The Real Property or its address is commonly known as 624 ALMA WAY, ZEPHYR COVE, NV 89448. The Real Property tax identification number is 1318-10-416-027.

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 **\$250,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$250,000.00** at any one time.

As of **February 7, 2007** 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, 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



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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 FEBRUARY 7, 2007.

BORROWER:

X *David Allen Evans*
DAVID ALLEN EVANS,
Individually

X *Marvelle Starre Evans*
MARVELLE STARRE
EVANS, Individually

GRANTOR:

X *David Allen Evans*
DAVID ALLEN EVANS,
Individually

X *Marvelle Starre Evans*
MARVELLE STARRE
EVANS, Individually

MODIFICATION AGREEMENT

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(Continued)

LENDER:

X Sherrin Stewart
Authorized Signer Sherrin Stewart

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF FRESNO)

This instrument was acknowledged before me on 2/7/07 by DAVID ALLEN EVANS and MARVELLE STARRE EVANS.



Dora Sylvia Islas
(Signature of notarial officer)

Notary Public in and for State of CALIFORNIA

(Seal, if any)

MODIFICATION AGREEMENT

Loan No: 00429228436186

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF FRESNO

)
SS
)

This instrument was acknowledged before me on 2/7/07 by **DAVID ALLEN EVANS** and **MARVELLE STARRE EVANS**.



(Seal, if any)

Dora Sylvia Islas

(Signature of notarial officer)

Notary Public in and for State of CALIFORNIA

MODIFICATION AGREEMENT

Loan No: 00429228436186

(Continued)

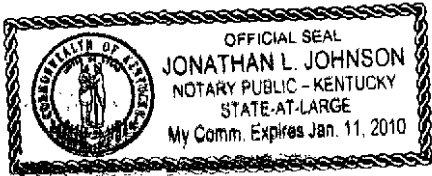
LENDER ACKNOWLEDGMENT

STATE OF KY

COUNTY OF Boyle

)
) SS
)

This instrument was acknowledged before me on 20 Feb 2007 by Shawn Stewart as designated agent of JPMorgan Chase Bank, NA.



[Signature]
(Signature of notarial officer)
Notary Public in and for State of KY

(Seal, if any)

