

DOC # 0715570  
01/02/2008 11:47 AM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
U S RECORDINGS INC

APN # 1420-29-810-005

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-0108 PG- 0055 RPTT: 0.00

**Recording Requested by and Return to:**

Name US Recordings, Inc.

✓ Address 2925 Country Drive

City/State/Zip St. Paul, MN 55117



43119907

**NOTE & MORTGAGE MODIFICATION AGREEMENT**

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.



LandAmerica Lender Services/OneStop  
600 Clubhouse Drive #200  
Moon Township, PA 15108  
(866)526-3261

Prepared by:  
Citibank / Umeha Sharma  
11800 Spectrum Center Dr.  
Reston, Va 22090

**NOTE AND MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #107110513502000

**[PROPERTY DESCRIPTION – SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this 11/19/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **CARL F. SMITH AND PAMELA G. SMITH WHO TOOK TITLE AS PAMELA SMITH, HUSBAND AND WIFE.** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **1161 CHAPARRAL CT. MINDEN, NV 89423-0000.**

**WHEREAS**, Borrower obtained a home equity line of credit from Lender, on 03/02/2006, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 0669033:0306/675 of the Official Records of **DOUGLAS** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$75,000.00**; and **NEW SECURED LOAN AMOUNT OF \$100,000.00**

**WHEREAS**, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

**WHEREAS**, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$175,000.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$175,000.00**.
2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

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- 4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
- 5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
- 6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

**LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN**

[Signature] 11/19/2007  
Borrower: **CARL F. SMITH**

[Signature] 11/19/2007  
Borrower: **PAMELA G. SMITH WHO TOOK TITLE AS PAMELA SMITH**

Borrower: \_\_\_\_\_

Borrower: \_\_\_\_\_

**Property Owner Who Is Not a Borrower:**

By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against the Property for the amounts owed under the terms of this Agreement.

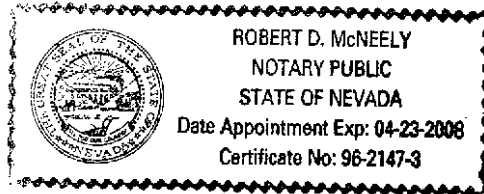
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEVADA  
COUNTY OF CARSON CITY ) SS

On this 19th day of NOVEMBER, in the year 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CARL F. SMITH and PAMELA G. SMITH, known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he(he)(they) executed the same.

[Signature]  
Notary's Signature

ROBERT D. McNEELY  
Type or Print Notary's Name



Citibank, N.A.

By: *Robert Whay*

Name: ROBERT WHAY

Title: VICE PRESIDENT

STATE OF MISSOURI }

} SS:

COUNTY OF ST. LOUIS }

On this 20th day of NOVEMBER, in the year 2007, before me personally came ROBERT WHAY to me known, who, being by me duly sworn, did depose and say that he/she/they is/are Officer(s) of Citibank herein described and which executed the foregoing instrument and that he/she/they signed his/her/their name(s) there to by authority of the board of directors of said corporation.

*[Signature]*  
Notary Public

My Commission Expires: April 9, 2011

" NOTARY SEAL "  
Roy D. Greer, Notary Public  
St. Charles County, State of Missouri  
My Commission Expires 4/9/2011  
Commission Number 07532742

*405*  
*30f4*



**NOTE AND MORTGAGE MODIFICATION AGREEMENT  
RIDER A – PROPERTY DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA,  
DESCRIBED AS FOLLOWS:

LOT 53, IN BLOCK A OF SARATOGA SPRINGS ESTATES UNIT 1, AS SHOWN BY MAP THEREOF FILED  
IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, IN BOOK 690, PAGE  
525.

PROPERTY ADDRESS: 1161 CHAPARRAL CT

PARCEL ID: 1420-29-810-005



**U43119967-010P05**

NOTE/MTG MOD AGR

US Recordings

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