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DOC # 0715688
01/04/2008 03:24 PM Deputy: SD
OFFICIAL RECORD
Requested By:
US RECORDINGS INC

APN # 1420-34-710-007

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0108 PG- 0671 RPTT: 0.00



Recording Requested by and Return to:

Name US Recordings, Inc.

✓ Address 2925 Country Drive

City/State/Zip St. Paul, MN 55117

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NOTE AND 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/OneStep
600 Clubhouse Drive #200
Moon Township, PA 15108
(866)526-3261~~

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

NOTE AND MORTGAGE MODIFICATION AGREEMENT

Citibank Loan #107110503836000

[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]

THIS AGREEMENT is made and entered into this 11/20/2007, by and between Citibank, N.A., whose place of business is 3900 Paradise Road, Suite 127, Las Vegas, NV 89109 (the "Lender"), and **GEORGE R FISH AND BARBARA FISH, HUSBAND AND WIFE** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 1533 DOWNS DR, MINDEN, NV 89423-0000.

WHEREAS, Borrower obtained a home equity line of credit from Lender, on 05/04/2007, 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 0700562;0507/1813 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 \$200,000.00; and **NEW SECURED LOAN AMOUNT OF \$29,800.00**

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 \$229,800.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$229,800.00.
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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Revised 07/26/2007
ACAPS: 107110503836000



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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.

George R Fish 11/20/2007 Barbara Fish 11/20/2007
 Borrower: **GEORGE R FISH** Borrower: **BARBARA FISH**

 Borrower: Borrower:

Property Owner Who Is Not a Borrower:

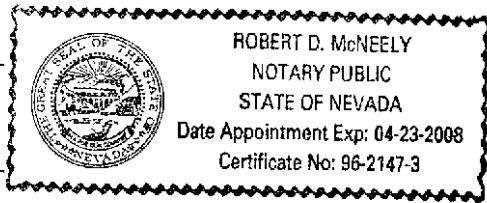
By signing below, you agree to the terms of this Agreement as it modifies the terms of any mortgage liens held by Citibank against the Property. You are not a "Borrower" and are not personally liable for the indebtedness owed under the Agreement. You agree, however, that Citibank has a claim against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

STATE OF NEVADA)
 COUNTY OF DOUGLAS) SS

On this 20th day of NOVEMBER, in the year 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE R FISH and BARBARA FISH, known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he(she)(they) executed the same.

Robert D. McNeely
 Notary's Signature

ROBERT D. McNEELY
 Type or Print Notary's Name





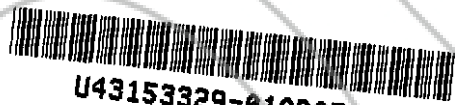
**NOTE AND MORTGAGE MODIFICATION AGREEMENT
RIDER A - PROPERTY DESCRIPTION**

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

LOT 7 OF SIERRA VIEW, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF
DOUGLAS COUNTY, NEVADA. Doc # 015897

PROPERTY ADDRESS: 1533 DOWNS DR

ASSESSOR'S PARCEL NO. 1420-34-710-007



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NOTE/MTG MOD AGR

US Recordings



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