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DOC # 0717887
02/12/2008 08:51 AM Deputy: GB
OFFICIAL RECORD
Requested By:
J P MORGAN

Assessor Parcel No(s):
1418-27-710-001

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 6 Fee: 19.00
BK-0208 PG- 2453 RPTT: 0.00

RECORDATION
REQUESTED BY:
JPMorgan Chase
Bank, NA
Scottsdale Private
Client Services LPO
8501 N. Scottsdale
Road
Suite 240
Scottsdale, AZ
85253



WHEN RECORDED MAIL
TO:
Private Client
Services Loan
Servicing
✓ P.O. Box 32096
Louisville, KY
40232-2096 .

300013335 | 4428
791009426000

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 29, 2008, is made and executed between FREDERICK G. MCNAMEE III, and TATIANA S. MCNAMEE, AS SETTLORS AND TRUSTEES OF THE MCNAMEE FAMILY TRUST DATED JUNE 2, 2000, whose address is 2222 NORTH VAL VISTA DRIVE #18, MESA, AZ 85213 ("Grantor") and JPMorgan Chase Bank, NA; Scottsdale Private Client Services LPO; 8501 N. Scottsdale Road; Suite 240; Scottsdale, AZ 85253 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 23, 2007 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

- Recorded on August 10, 2007, Doc # 0707387 at the office of the recorder of Douglas County, State of Nevada.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

**MODIFICATION OF DEED OF TRUST
(Continued)**

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This legal description was prepared by: GHASSAN CHARARA, 8501 N. SCOTTSDALE ROAD, SUITE 240, SCOTTSDALE, AZ 85253.

The Real Property or its address is commonly known as 283 CHUKAR DRIVE, ZEPHYR COVE, NV 89448. The Real Property tax identification number is 1418-27-710-001

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The original stated principal amount of the Credit Agreement, as heretofore modified, of Three Hundred Thousand AND no/100 DOLLARS (\$300,000.00) is increased as of the date hereof by the amount of One Hundred Thousand AND no/100 DOLLARS (\$100,000.00). Accordingly, as of the date hereof, the new stated principal amount of the Credit Agreement is Four Hundred Thousand AND no/100 DOLLARS. If the Credit Agreement evidences a term loan or a non-revolving line of credit, Borrower hereby promises to pay to the order of Lender, the stated principal amount of the Credit Agreement, as hereby increased, or so much thereof as may be advanced, less any repayments of the principal thereof previously made, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby. If the Credit Agreement evidences a revolving line of credit, Borrower hereby promises to pay to the order of lender the stated principal amount of the Credit Agreement, as hereby increased, or such amount less than the stated principal amount which is outstanding from time to time, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby

Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Deed of Trust, not including sums advanced to protect the security of the Deed of Trust, exceed the Credit Limit of \$400,000.00.

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 of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). 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 Note, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 29, 2008.



MODIFICATION OF DEED OF TRUST
(Continued)

GRANTOR:

MCNAMEE FAMILY TRUST DATED JUNE 2, 2000

By: *Frederick G. McNamee, III* Trustee

FREDERICK G. MCNAMEE, III, Trustee of MCNAMEE
FAMILY TRUST DATED JUNE 2, 2000

By: *Tatiana S. McNamee* Trustee

TATIANA S. MCNAMEE, Trustee of MCNAMEE
FAMILY TRUST DATED JUNE 2, 2000

LENDER:

x *David Owens*

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

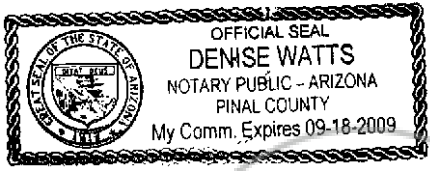
TRUST ACKNOWLEDGMENT

STATE OF AZ

COUNTY OF maricopa

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) SS
)

This instrument was acknowledged before me on 1/31/08 by **FREDERICK G. MCNAMEE, III, Trustee; TATIANA S. MCNAMEE, Trustee of MCNAMEE FAMILY TRUST DATED JUNE 2, 2000**, as designated trustees of **MCNAMEE FAMILY TRUST DATED JUNE 2, 2000**.



(Seal, if any)

Denise Watts

(Signature of notarial officer)

Notary Public in and for State of AZ



MODIFICATION OF DEED OF TRUST
(Continued)

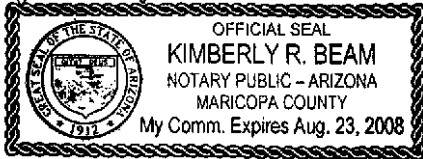
LENDER ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

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) SS
)

This instrument was acknowledged before me on February 4, 2008 by Daniel E. Owens
gpmorgan as designated agent of _____



Kimberly R. Beam
(Signature of notarial officer)

Notary Public in and for State of Arizona

(Seal, if any)



EXHIBIT "A"

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

LOT 61, AS SHOWN ON THE MAP ENTITLED "CAVE ROCK ESTATES, UNIT NO. 2", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 29, 1968, AS DOCUMENT NO. 41604.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 1418-27-710-001; SOURCE OF TITLE IS BOOK 0301, PAGE 5622 (RECORDED 03/23/01)