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DOC # 0719929  
03/20/2008 11:28 AM Deputy: SD

OFFICIAL RECORD

Requested By:

FIRST AMERICAN LENDERS

ADVANTAGE

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0308 PG-4317 RPTT: 0.00



This instrument was prepared by:  
Ameriprise Bank, FSB  
8201 Cypress Plaza Boulevard  
Jacksonville FL 32256  
3990004122

Parcel I.D. Number: 1220-12-710-034

After recording, please return to:

Ameriprise Bank, FSB  
8201 Cypress Plaza Boulevard  
Jacksonville FL 32256

[Space Above This Line For Recording Data]

5282355  
13987768

### MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND OPEN-END DEED OF TRUST/MORTGAGE

THIS MODIFICATION AGREEMENT (this "Agreement"), dated February 8, 2008 is made between Ameriprise Bank, FSB (the "Bank") and Linda M. Biaggi and Allen J. Biaggi (the "Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean the Bank. All capitalized terms not defined herein shall have the same meaning as given in the Line of Credit Agreement (as hereinafter defined).

#### Husband and Wife

A. You have previously entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement") with American Express Bank, FSB dated April 18, 2003 for \$75,000, which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No.0575934 in Book 0503 at Page 03196 of the Douglas County Land Records (the "Security Instrument"), covering real property located at 1061 Tenabo Lane, Gardenerville, Nevada 89410 (the "Property"), (collectively, the "Loan Documents"); and

B. You have requested and we have agreed to modify certain terms of the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you and we agree as follows:

**A. AMENDMENT OF LINE OF CREDIT AGREEMENT.** Effective as of February 8, 2008 (the "Effective Date"), the Line of Credit Agreement shall be modified in the following respects:

1. Extension of Maturity Date. The Maturity Date for your Credit Line is hereby extended to March 18, 2028.
2. Extension of Draw Period. The Draw Period for your Credit Line is hereby extended so that it will now end on the last day of the monthly billing cycle in which the 10 year anniversary of the opening of your account occurred.
3. Minimum Monthly Payments. The number of minimum monthly payments to be made by you during the remainder of the Draw Period, as extended, will be sixty months (60).

**B. MODIFICATION OF SECURITY INSTRUMENT.** As of the Effective Date, the Security Instrument shall be modified to extend the Maturity Date from March 18, 2018 to March 18, 2028.

**C. OTHER TERMS**

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

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

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. By signing this Agreement, you represent and warrant to us that you have no counterclaims, set-offs or defenses to our rights under the Loan Documents.

5. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Loan Documents, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

BORROWER:

X Mary M. Biaggini  
(Signature)

X Linda M. Biaggi  
(Signature)

Print Name: MARY M. Biaggini

Linda M. Biaggi

Date: 02-19-08

X Mary M. Biaggini  
(Signature)

X Allen J. Biaggi  
(Signature)

Print Name: MARY M. Biaggini

Allen J. Biaggi

Date: 2/19/08



BK- 0308  
PG- 4318

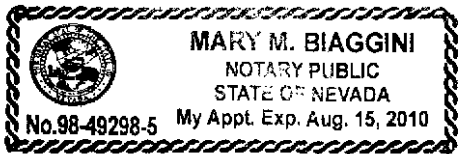
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**NOTARY ACKNOWLEDGMENT**

STATE OF NEVADA, COUNTY/CITY OF DOUGLAS, TO WIT:

On this, the 19<sup>th</sup> day of February, 2008, before me, the undersigned officer, personally appeared Allen J. Biaggi and Linda M. Biagini known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/her/their free act and deed.

In witness whereof, I hereunto set my hand and official seal.



X Mary M. Biagini  
(Signature)  
Print Name: MARY M. Biagini  
**Notary Public**

My commission expires: August 15, 2010.

**LENDER:**

Ameriprise Bank, FSB

By: Ali M. Engle  
Name: Ali M. Engle  
Title: Assistant Vice President  
Date: 2/27/08

**LENDER ACKNOWLEDGMENT**

STATE OF Florida, COUNTY OF Duval, to wit:

On this, the 27<sup>th</sup> day of February, 2008, before me, the undersigned officer, personally appeared Ali M. Engle, who acknowledged himself/herself to be a AVP of Ameriprise Bank, FSB, a federal savings bank, and that he/she as such AVP, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as AVP.

In witness whereof, I hereunto set my hand and official seal.



JANE R. BURLEY  
MY COMMISSION # DD 447760  
EXPIRES: August 21, 2009  
Bonded Thru Budget Notary Services

X Jane R. Burley  
Print Name: JANE R. BURLEY  
**Notary Public**

My commission expires on 8/21/09.



BK- 0308  
PG- 4319

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EXHIBIT A

SITUATED IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA:

LOT 13, IN BLOCK B, AS SET FORTH ON THE PLAT OF PINENUT MANOR NO. 1 AND 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 16, 1980 AS DOCUMENT NO. 45348.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ALLEN J. BIAGGI AND LINDA M. BIAGGI, HUSBAND AND WIFE FROM JOHN H. SEVCIK AND LINDA E. SEVCIK, HUSBAND AND WIFE BY DEED DATED FEBRUARY 13, 1989 AND RECORDED FEBRUARY 15, 1989 IN BOOK 289, PAGE 1703 IN THE LAND RECORDS OF DOUGLAS COUNTY, NEVADA.

Permanent Parcel Number: 1220-12-710-034  
ALLEN J. BIAGGI AND LINDA M. BIAGGI, HUSBAND AND WIFE,  
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

1061 TENABO LANE, GARDNERVILLE NV 89410  
Loan Reference Number : 3990004122  
First American Order No: 13987768  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 BIAGGI  
13987768 NV

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



When recorded mail to:  
**FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120**