

Document Prepared By: Shana Martinez  
And, After Recording, Return To:

JPMorgan Chase Bank, N.A.  
Retail Lending Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606  
1008152BR

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 3 Fee: 16.00  
BK-0608 PG- 3413 RPTT: 0.00



P.I.N. 1220-16-810-094

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Loan Number: 447021484137

## MODIFICATION TO HOME EQUITY LINE OF CREDIT AGREEMENT AND HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS MODIFICATION AGREEMENT (this "Agreement") is made between JPMORGAN CHASE BANK, N.A. and the grantor, Janet E Hanifan. The trustee is , whose address is . 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 JPMORGAN CHASE BANK, N.A.

WHEREAS, you have entered into a Home Equity Line of Credit Agreement and Disclosure Statement (the "Line of Credit Agreement") with us dated January 20, 2006 , which is secured by a Deed of Trust of the same date recorded in the Clerk's Office, Circuit Court, City/County of DOUGLAS, NEVADA, in Document 0675435, Deed Book 0506, Page 8169 (the "Security Instrument"), covering real property located at 815 WHEELER WAY, GARDENVILLE, NV, 89460, (the "Property"), which Line of Credit Agreement and Security Instrument may have been amended (collectively, the "Loan Documents"); and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us that the Line of Credit Agreement and the Security Instrument will be modified as follows:

### A. AMENDMENT OF LINE OF CREDIT AGREEMENT

Effective as of June 11, 2008 (the "Effective Date"), the Credit Limit under the Line of Credit Agreement is decreased to 55,100.00.

### B. MODIFICATION OF SECURITY INSTRUMENT

As of the Effective Date, the Security Instrument is modified to decrease the principal sum that may be secured from \$60,000.00 to \$55,100.00. Except as to the decrease in the principal sum secured, this Agreement shall not affect our security interest in, or lien priority on, the Property.

**C. OTHER TERMS**

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

2. 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.

3. 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 a Loan Document, 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.

BORROWER:

James E. Hanifan (Seal)  
James E Hanifan

Date: 6/12/08

\_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: Randy Sese (Seal)  
Name: Randy Sese, Bank Officer

Date: June 11, 2008

ACKNOWLEDGEMENTS

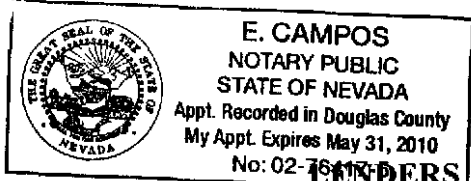
STATE OF NEVADA )  
 )  
CITY/COUNTY OF DOUGLAS ) ss.:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City/County and State aforesaid, this 12<sup>th</sup> day of June, 2008, by Janet Hanifan.

My Commission expires: 5/31/10

*E. Campos*

(Seal)



Print Name: E. Campos  
Notary Public

ACKNOWLEDGEMENTS

STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA ) ss.:

On the 11th day of June in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Randy Sese, Bank Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*[Signature]*

(Seal)

Notary Public

My commission expires on 11/21/09

