

OFFICIAL RECORD
Requested By:
MORTGAGE SERVICE CENTER

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1108 PG- 564 RPTT: 0.00



Prepared by: Cecilia Collins
Record and return by mail to:
Home Equity Service Center
ATTN: Lori Butler - Mailstop DC
4001 Leadenhall Road, PO Box 5449
Mount Laurel, NJ 08054
Loan No: 0029204872
APN: 1230-22-410-173

AMENDMENT TO HOME EQUITY LINE AGREEMENT AND DEED OF TRUST

THIS AMENDMENT, is made by and between, Charles Schwab Bank whose street address is 4001 Leadenhall Road, Mount Laurel, NJ 08054 ("Lender"), and THOMAS F MURPHY, husband, & JEAN T MURPHY, wife ("Borrower"), who resides at 1453 MARY JO DRIVE, GARDNERVILLE NV 89460.

WHEREAS, Lender established a home equity line of credit account (the "Account") and executed a Deed to Secure Debt and Assignment of Rents ("Deed of Trust") dated September 30, 2004 in the name of Borrower with a maximum line of credit available under the Account in the amount of \$40,000.00; and

WHEREAS, the Deed of Trust was recorded on October 18, 2004 as Doc No.: 0626914 Book 1004 Page 06924 in the official records of Douglas County, State of Nevada, which encumbers the property described therein; and whereas the maximum line of credit was increased to an amount not to exceed \$80,000.00 by Amendment recorded on May 01, 2006 as Doc # 0673807 in the official records of said county
** Book 0506 P. 053

* See Attached Exhibit A.

WHEREAS, Borrower has now requested that Lender to increase the maximum line of credit available under the Account to \$224,000.00; and

WHEREAS, in order for Lender to increase the maximum line of credit available under the Account to such amount Lender requires that the Annual Percentage Rate under the terms of the "Agreement" be amended; and

WHEREAS, in order to obtain the increased line of credit, Borrower has agreed to accept the amended Annual Percentage Rate;

NOW THEREFORE, for and consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement and the Deed of Trust are hereby amended to reflect that the maximum line of credit available under the Account and the maximum principal amount secured by the Deed of Trust is now \$224,000.00.
2. The Section of the Agreement entitled "PERIODIC RATES" is hereby amended to read as follows:

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Periodic Rates on the Revolving Balance. The current daily periodic rate used to figure the interest FINANCE CHARGE on the Revolving Balance is .0009%. The corresponding ANNUAL PERCENTAGE RATE is 3.49%. The ANNUAL PERCENTAGE RATE and the daily periodic rate may change daily as indicated below. The ANNUAL PERCENTAGE RATE includes only interest and no other charges.

The ANNUAL PERCENTAGE RATE is variable and is equal to the highest Prime Rate (U.S.) listed in the "Money Rates" section of *The Wall Street Journal* for that day minus a margin of 1.01%. If *The Wall Street Journal* does not publish a Prime Rate for that day, we will use the highest Prime Rate listed in the "Money Rates" section of *The Wall Street Journal* on the last date the Prime Rate was published.

If *The Wall Street Journal* fails to publish a Prime Rate for 4 consecutive days, Lender may use a substitute index, to be determined at that time, that has a historical movement substantially similar to the prime rate published in *The Wall Street Journal* and that would result in an Annual Percentage Rate substantially similar to a rate based on the Prime Rate published in *The Wall Street Journal*.

If that highest Prime Rate (U.S.) changes, your ANNUAL PERCENTAGE RATE will change. The ANNUAL PERCENTAGE RATE and the daily periodic rate that applies to your Account may change daily. If the rate increases, your Interest Finance Charge and minimum payment may increase.

Except as specifically modified herein, the Agreement is hereby ratified and confirmed in all respects and remain in full force and effect.

IN WITNESS WHEREOF, Lender and Mortgagor have executed this Amendment as of the 21 day of 10 2008.

Charles Schwab Bank, by
PHH Mortgage Corporation, Authorized Agent

By: Kimberly A. DiLeo
Kimberly A. DiLeo, Assistant Vice President

Attest: Jason Webb
Jason Webb, Assistant Secretary

Thomas F. Murphy
THOMAS F MURPHY

Jean T. Murphy
JEAN T MURPHY

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STATE OF NEW JERSEY
COUNTY OF BURLINGTON

On October 20, 2008, before me, NATASHA A. MOSS, a Notary Public in and for said state, personally appeared KIMBERLY A. DILEO & JASON WEBB, Assistant Vice President & Assistant Secretary, respectively, of the Corporation that executed the within instrument, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that by their signatures on the instrument the corporation upon behalf of which they acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary's Signature: Natasha A. Moss
Name: Natasha A. Moss
Notary Public, State of New Jersey
Commission No.: 2315009
My Commission Expires: May 13, 2009

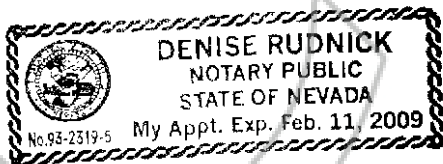
Natasha A. Moss
NOTARY - NEW JERSEY
ID #2315009
My Commission Expires 5/13/09

STATE OF Nevada
COUNTY OF Douglas

On 10/21 2008 before me, Denise Rudnick, a Notary Public in and for said county, personally appeared THOMAS F MURPHY & JEAN T MURPHY, personally known to me (or proved to me on the basis of satisfactory evidence) 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary's Signature: Denise Rudnick
Name: Denise Rudnick
Notary Public, State of Nevada
Commission No.: 93-2319-5
My Commission Expires: 2-11-09



Loan No: 0029204872



CHICAGO TITLE INSURANCE COMPANY

Title No AP-2008060642

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Douglas, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

LOT 984, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, IN BOOK 374, PAGE 676, AS DOCUMENT NO. 72456.

PARCEL ID: 1220-22-410-173

Commonly known as 1453 mary jo Drive, Gardnerville, NV 89460
However, by showing this address no additional coverage is provided

