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OFFICIAL RECORD
Requested By:
MICHAEL LEHNERS

APN# 1022-15-001-063

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0309 PG- 748 RPTT: 0.00

Recording Requested by:



Name Michael Lehnrs, Esq.

Address 429 Marsh Avenue

City/State/Zip Reno, NV 89509

~~FIRST AMENDMENT TO CREDIT AGREEMENT~~
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO

American General Financial Services
935 Topsy Lane
Suite 436
Carson City, Nevada 89705

First Amendment to Credit Agreement

This FIRST Amendment to Credit Agreement (the "Amendment") is made and entered into as of 2/27/2009, 2009 by and between Clarence D. Lewis (herein BORROWER) and American General Financial Services (herein LENDER), and it is subject to the following terms and recitals.

This Amendment shall be deemed to be a part of and subject to that certain Home Equity Line of Credit Agreement dated May 24, 2006, as it may be amended from time to time, and any and all addenda and riders thereto (collectively referred to as "HELOC"). This HELOC was executed by Clarence D. Lewis and Sandra Lewis. Sandra Lewis is deceased. Unless otherwise defined herein, all terms used in this Amendment shall have the same meanings as in the HELOC. To the extent that any of the terms or provisions of this Amendment conflict with those contained in the HELOC, the terms and provisions contained herein shall control.

WHEREAS, the HELOC is secured by a deed of trust on BORROWER'S real property which is located at 3830 Granite Way, Wellington, Nevada. This deed of trust was recorded in the Douglas County Recorder's Office on June 20, 2006 as Document No. 0677657.

WHEREAS, the BORROWER has defaulted on the HELOC, and that the LENDER and BORROWER mutually agree to extend and/or modify the HELOC as a result of said default.

NOW THEREFORE, for value received and hereby acknowledged, BORROWER and LENDER agree as follows:

1. This HELOC is currently in default. The amount necessary to reinstate is \$1,373.53
2. This HELOC is a fixed rate obligation. The interest rate is 8.29%.
3. The current monthly payments on the HELOC are \$685.52. The payment due dates are set forth in LENDER'S monthly statments.
4. The present balance owing under the HELOC is \$97,448.61.
5. Starting on February 17, 2009, LENDER will voluntarily reduce the interest rate on this HELOC from its current fixed rate of 8.29% to a fixed rate of 6.5%. BORROWER agrees to freeze the credit line so the present balance can be paid over 480 months. It is expressly understood by the parties that the LENDER'S reduction of the interest rate and the freezing of the credit line is only intended to be a conversion of an open end line of credit to a closed end line of credit, which is being done as a result of BORROWER'S default.
6. Starting on February 17, 2009, BORROWER'S payments will be reduced from \$685.52 to \$570.52 per month.
7. The Parties agree that the HELOC shall be converted from an open-end credit agreement to a closed end agreement whereby the credit line is frozen. This means the BORROWER will not be able to make any new charges or advances on the HELOC as his payments reduce the principal balance as set forth herein.



8. Only the conversion of the HELOC to a closed end agreement, the reduction of the interest rate, the amortization over 480 months and the monthly payment amounts are being altered. All other terms in the Loan Agreement and in the deed of trust, except for any rights of rescission under the Truth in Lending Act as this is not refinance of the original agreement or an extension of additional credit, shall continue to be in full force and effect. All of those terms are expressly incorporated into this Amendment by reference, yet this incorporation by reference shall not in any way be construed as extinguishing the original HELOC. It will remain in full force and effect except as modified herein. The parties expressly understand that the modifications to the HELOC which are set forth in this Amendment are not waivers of any of the other terms in the documents which comprise the HELOC and the deed of trust, and no waiver shall be implied of any term from the execution of this agreement.

9. The parties understand that this Amendment is not a refinance as defined by Regulation Z in that the existing obligation which was created on or about May 24, 2006 is not being extinguished or replaced by this document.

10. BORROWER understands that this is an important legal document, and acknowledges that he has been given the chance to consult legal counsel prior to executing this agreement.

By

Clarence D Lewis
Clarence D. Lewis

By

Aurelio Garcia
Authorized Agent of
American General Financial
Services

COPY

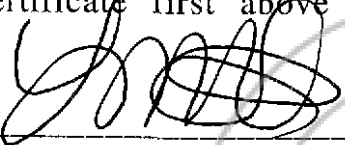


ACKNOWLEDGMENT

STATE OF NEVADA)
 : SS
COUNTY OF WASHOE)

On this 27 day of February, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clarence D. Lewis, known to me to be the person described in and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Washoe, the day and year in this certificate first above written.



NOTARY PUBLIC

