

The undersigned hereby affirms that this document submitted for recording does not contain a social security number.

DOC # 739519
03/13/2009 11:03AM Deputy: GB
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-309 PG-3131 RPTT: 0.00



ASSESSOR'S PARCEL NO.:1420-06-410-016

WHEN RECORDED MAIL TO:
Greater Nevada Credit Union
P O Box 2128
Carson City, NV 89701

**AGREEMENT AMENDING NOTE, MORTGAGE,
DEED OF TRUST AND OTHER SECURITY INSTRUMENT**

This Agreement Amending Note, Mortgage, Deed of Trust and other Security Instrument (hereinafter "Agreement"), made this 5th day of March 2009, between **Howard B. Rush And Diane P. Rush, Husband And Wife As Joint Tenants** (hereinafter "Borrower") and Greater Nevada Credit Union (hereinafter "Lender").

Whereas, Borrower previously executed a note, promissory note, loan agreement, contract, guarantee or other evidence of debt (hereinafter referred to as "Note").

Whereas, the Note was secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (hereinafter referred to as "Security Instrument") dated **November 17, 2004**, and recorded in Book **1104**, in Page **12952**, as Document Number **0630482**, in the Office of the Recorder of **Douglas County**, State of Nevada, against the real property described in the Security Instrument and defined therein as the "Property" and located at **3640 Shawnee Drive, Carson City, Nevada 89705**, and further bounded and described in Exhibit A attached hereto and incorporated herein.

Whereas, Borrower desires to reduce the maximum amount of principal which may be owed under the Note.

NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, the Borrower and Lender agree as follows:

1. The maximum amount of principal which may be owed under the Note (hereinafter "Line of Credit") is reduced from **Forty Eight Thousand Two Hundred DOLLARS (\$48,200.00)** to **Twenty One Thousand DOLLARS (\$21,000.00)**.

2. All terms, provisions and covenants in the Note and/or Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and/or Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and/or Security Instrument, whether such rights or remedies arise hereunder or by operation of law. All rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and/or Security Instrument are expressly reserved by Lender.

3. Borrower understands, acknowledges and further agrees that:


(a) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument.

(b) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Note and/or Security Instrument, unless stipulated otherwise by Lender.

(c) Borrower shall execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(d) Borrower shall continue to be obligated to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Note and/or Security Instrument.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



Howard B. Rush



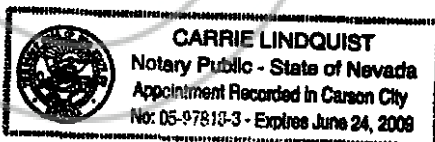
Diane P. Rush

STATE OF NEVADA)

COUNTY OF Carson City ss.

This instrument was acknowledged before me this 6th day of March, 2009

by Howard B. Rush + Diane P. Rush

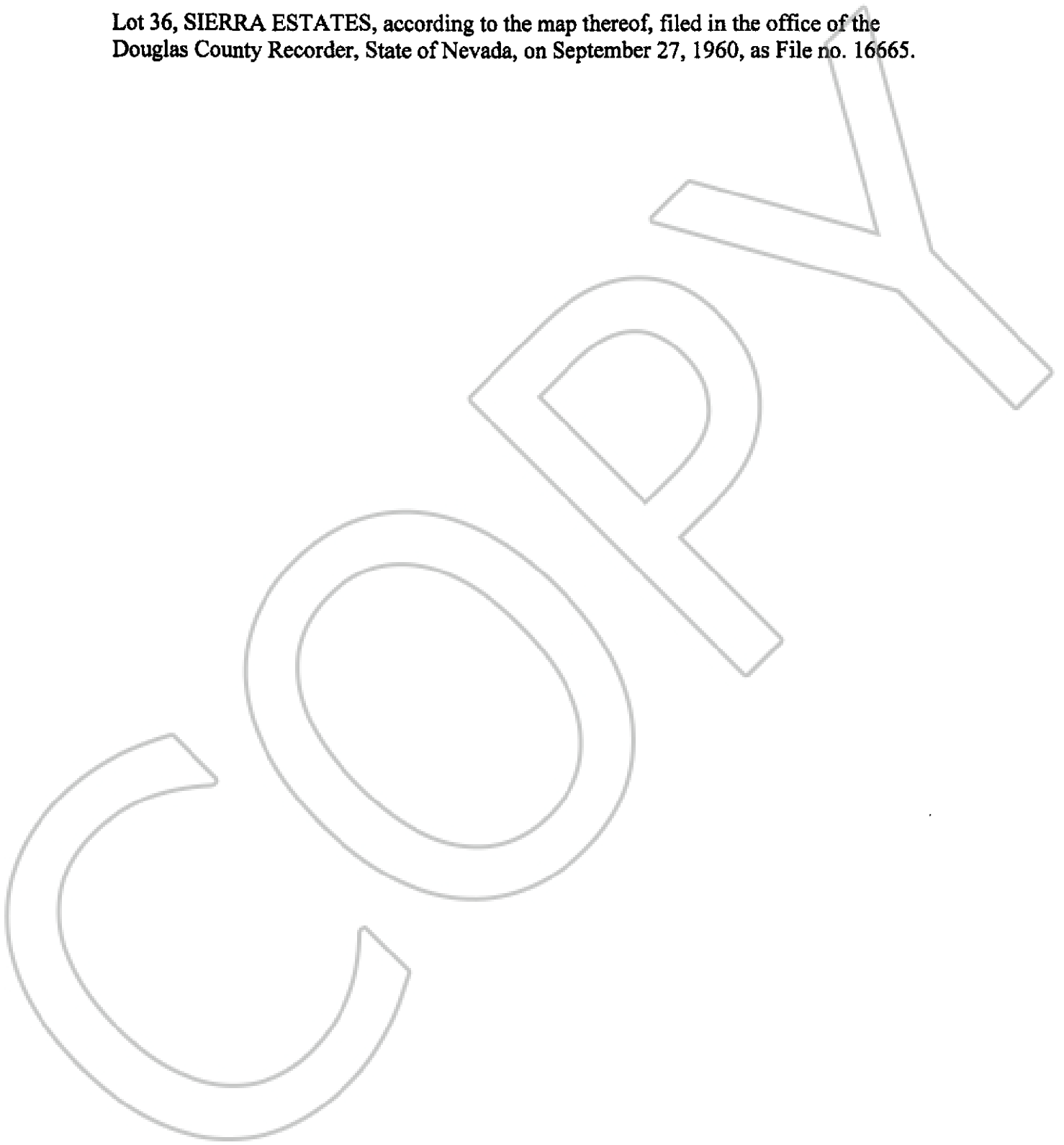




NOTARY PUBLIC

Exhibit "A"

Lot 36, SIERRA ESTATES, according to the map thereof, filed in the office of the Douglas County Recorder, State of Nevada, on September 27, 1960, as File no. 16665.



BK-309
PG-3133