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

ASSESSOR'S PARCEL NO.:1220-16-113-016

WHEN RECORDED MAIL TO:

Greater Nevada Credit Union P O Box 2128 Carson City, NV 89701

101090815WD

DOC # 743434 05/19/2009 10:45AM Deputy: DW OFFICIAL RECORD Requested By: NORTHERN NEVADA TITLE CC Douglas County - NV Karen Ellison - Recorder Page: 1 of 3 Fee: 16.00 BK-509 PG-4617 RPTT: 0.00

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 6th day of May 2009, between William J. Bellona And Jeri Haven-Bellona, 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 **December 7, 2004**, and recorded in Book 1204, in Page 6529, as Document Number 631900, in the Office of the Recorder of **Douglas**, State of Nevada, against the real property described in the Security Instrument and defined therein as the "Property" and located at 1232 Wintergreen Court, Gardnerville, Nevada 89460, 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 **One Hundred Thousand DOLLARS** (\$100,000.00) to Seventy Five Thousand DOLLARS (\$75,000.00).
- 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:
- Nothing in this Agreement shall be understood or construed to be a (a) satisfaction or release in whole or in part of the Note and/or Security Instrument
- 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.
- 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.
- Borrower shall continue to be obligated to make all payments of taxes, (d) insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Note and/or Security Instrument.
- 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.

William J. Bellona

STATE OF NEVADA)

COUNTY OF Nichlas)

This instrument was acknowledged before me this 15 day of Mar 2009

and Jeri Haven-Bell

NOTARY PUBLIC STATE OF NEVADA County of Douglas WENDY DUNBAR My Appointment Expires Dec. 18, 2010

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BK-509 PG-4618 **GREATER NEVADA CREDIT UNION 451 EAGLE STATION LANE CARSON CITY, NV 89701**

Lender: Doug Johnson, Direct Loan Manager

State of Nevada

County of Washoe

This instrument was acknowledged before me on May 6, 2009 by Doug Johnson.

ly commission expires:



CONTROL DE JENNIFER CHRISTOPH **NOTARY PUBLIC** STATE OF NEVADA No.06-102901-2 My Appt. Exp. Feb. 16, 2010

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