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OFFICIAL RECORD
Requested By:
STEWART TITLE OF NEVADA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 41.00
BK-509 PG-5359 RPTT: 0.00



RECORDING REQUESTED BY
Stewart Title Of Nevada

WHEN RECORDED MAIL TO

Wells Fargo Bank, N. A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557 1016309-24

MODIFICATION OF AGREEMENT

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this Tuesday, April 21, 2009 by Wells Fargo Bank, N. A. ("Lender"), and Reed Simmons And Mary O Simmons, Husband And Wife ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated February 25, 2005 with a credit limit in the amount of \$158,350.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated February 25, 2005, for the use and benefit of Lender, which was recorded on March 2, 2005 as 0305 00621 0637956 of the official records in the Office of the Recorder of Douglas County, State of NV.

As of the date of this agreement, Lender and Borrower acknowledge that the outstanding principal balance under the Credit Agreement and secured by the Security Agreement is \$112,132.05 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$260.52. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following April 21, 2009 at the rate of \$13.03 per diem until paid.

For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above referenced Credit Agreement from \$197,937.00 to \$177,000.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Security Agreement, or any other of the Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agreement or Security Agreement in any of the Documents refer to the Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

Borrower agrees to pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

The Agreement is effective as of the date first written above.

BORROWER:

[Signature]

Reed Simmons
[Signature]

Mary O' Simmons

STATE OF: Nevada)SS
COUNTY OF: Washoe)

On 5-19-09 before me the undersigned, a Notary Public in and for said state personally appeared, *Reed Simmons*
Mary O. Simmons, 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 acknowledge 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 STAMP OR SEAL

[Signature]

Notary Public in and for said County and State



LENDER:
Wells Fargo Bank, N. A.

BY: *[Signature]*

Barbara Edwards

STATE OF: OREGON)SS
COUNTY OF: WASHINGTON)

On April 21, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, 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 acknowledge 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 STAMP OR SEAL

[Signature]

Notary Public in and for said County and State



**Exhibit A
LEGAL DESCRIPTION**

File Number: 1016309

Lot 16, in Block B, of LINCOLN PARK, Lake Tahoe, Nevada according to the Official Map thereof filed in the Office of the County Recorder of Douglas County, Nevada, on September 7 1921, as Document No. 305.

Assessors Parcel No. 1418-34-110-034

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.



BK-509
PG-5361