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OFFICIAL RECORD
Requested By:
FIDELITY NATIONAL
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-709 PG-134 RPTT: 0.00



Requested by and Return to:
FIDELITY NATIONAL AGENCY SOLUTIONS

6500 Pinecrest Drive, Suite 600
Plano, TX 75024
(800)943-1196

AMENDMENT

1320-35-002-008

TRSG-2009028963

COPY



Prepared by/record and return by mail to:
Mortgage Services
4001 Leadenhall Road
Mount Laurel, NJ 08054
Loan Number: 0055474886/7111598913/

trg- 2089028963 AMENDMENT TO NOTE AND DEED OF TRUST

THIS AMENDMENT is made by and between CHARLES SCHWAB BANK ("CSB") whose street address is 5201 Gate Parkway, Jacksonville, FL 32256 ("Lender"), and David W Matus and Melinda M Matus Individually and as Trustees of The Matus Family Trust Under Trust Agreement, dated November 19, 1987, who resides at 1485 WILLOW CREEK LN, GARDNERVILLE NV 89410 ("Borrower"). Said property being more particularly described in the attached Exhibit "A", attached hereto and made a part hereof.

WHEREAS, on September 16, 2008, Lender granted a Deed of Trust (the "Deed of Trust") in the name of Borrower in the principal amount of \$250,000.00, in favor of Charles Schwab, which Deed of Trust was recorded on September 24, 2008, as Document/Instrument No.0730531;

WHEREAS, in order for the Deed of Trust to be established, Borrower executed certain documents, including, but not limited to, the Note (the "Note"); and

WHEREAS, the Deed of Trust was recorded in the Official Records of Douglas County, Nevada, and encumbers the property described therein; and

WHEREAS, Borrower requests that Lender reduce the maximum principal indebtedness under the Deed of Trust to \$166,000.00; and

WHEREAS, in order for Lender to reduce the principal amount under the Deed of Trust to such amount, the Note and the Deed of Trust must be amended to reflect the reduced amount.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) 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 Note and the Deed of Trust are hereby amended to reflect that the maximum principal indebtedness under the Note, and the maximum principal amount secured by the Deed of Trust, is now \$166,000.00.
2. Except as specifically modified hereby, the Note and the Deed of Trust are hereby ratified and confirmed in all respects and remain in full force and effect.



IN WITNESS WHEREOF, Lender and Borrower have executed this Amendment as of the 4th day of June, 2009.

LENDER:

CHARLES SCHWAB BANK

By: PHH Mortgage Corporation, Authorized Agent

By: [Signature]
Name: William Brian Teague
Vice President

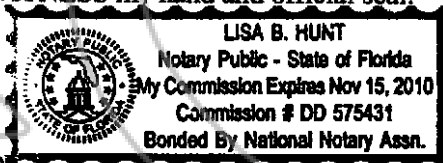
BORROWER:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF DUVAL

On June 4, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared William Brian Teague, as Vice President of PHH Mortgage Corporation, its duly authorized agent of Charles Schwab Bank, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, that by his signature on the instrument the entity upon behalf of which he acted executed the instrument, and that the instrument is the free act and deed of the corporation.

WITNESS my hand and official seal.

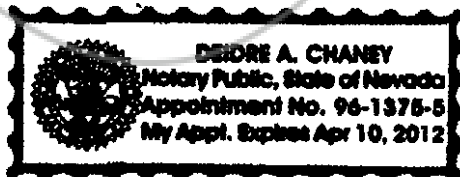


[Signature]
Name: _____
Notary Public, State of Florida
My Commission Expires: _____

STATE OF NEVADA
COUNTY OF DOUGLAS

On June 10, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID W. MATUS NEUNDAM MATUS personally known or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity and that by their signatures on the instrument the person executed the instrument as their free act and deed.

WITNESS my hand and official seal.



[Signature]
Name: DEIDRE A CHANEY
Notary Public, State of NEVADA



Exhibit A

LOT 12, IN BLOCK A, AS SHOWN ON THE MAP OF WILLOW CREEK, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 30, 1992, IN BOOK 692, PAGE 5954, AS DOCUMENT NO. 282394.

PARCEL ID: 1320-35-002-008

Commonly known as 1485 WILLOW CREEK Lane Gardnerville, NV 89410
However, by showing this address no additional coverage is provided.

