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Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 19.00  
BK-0809 PG- 5287 RPTT: 0.00



After Recording please return to:  
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P.O. Box 31557  
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Billings, MT 59107-9900

State of Nevada (Space Above This Line For Recording Data)  
Account number: 650-650-8271736-1998 Reference number: 20091947800015

**MODIFICATION TO HOME EQUITY LINE OF CREDIT  
AGREEMENT AND OPEN-END DEED OF TRUST**

This Modification Agreement (this "Agreement") is made this 4TH DAY OF AUGUST, 2009, between Wells Fargo Bank, N.A. (the "Lender") and THOMAS J. BRANTMEYER AND MARJORIE J. BRANTMEYER, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (individually and collectively, the "Borrower").

Borrower has entered into a home equity line of credit agreement (the "Line of Credit Agreement") with the Lender, dated April 07, 2008, in the original maximum principal amount of \$ 100,000.00. The Line of Credit Agreement is secured by a deed of trust dated the same date as the Line of Credit Agreement (together with any renewals, extensions, and modifications to it made prior to the date of this Agreement), which is recorded in Book/Roll 0408 at page(s) 5680 of the County of DOUGLAS County, State of Nevada as document No. 0722009 (the "Security Instrument"), and covering real property located at 2536 GENOA ASPEN DR, GENOA, NEVADA 89411 (the "Property") and described as follows:

**THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 5, BLOCK A, AS SET FORTH ON THE FINAL MAP OF GENOA LAKES, PHASE 1-B, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JUNE 28, 1993, IN BOOK 693, AT PAGE 6217, AS DOCUMENT NO. 311009, OFFICIAL RECORDS.**

The Borrower has requested and the Lender has agreed to modify certain terms of the Line of Credit Agreement and the Security Instrument as set forth below. All terms not defined in this Agreement shall have the same meanings as set forth in the Line of Credit Agreement.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

NV LOC Modification Agrmt, HCWF#320v8 (05/16/2009)

1/5



Documents Processed 08-04-2009, 12:40:17

**Change in Credit Limit.** The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$200,001.00 and that the lien of the Security Instrument shall secure the line of credit up to that amount as it is advanced and outstanding from time to time.

Each reference in the Security Instrument to the maximum amount of the line of credit is hereby amended to the extent necessary to reflect the modified credit limit.

As a precondition to making the changes set forth above, the Borrower hereby agrees to pay to the Lender at the time of signing this Agreement the other finance charges and other charges that are enumerated and disclosed on the attached final HUD Settlement Statement which is integrated by reference into this Agreement.

Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement and the Security Instrument (including any previous modifications) shall remain in full force and effect, and this Agreement shall not affect the Lender's security interest in, or lien priority on, the Property. The Borrower agrees to be bound by and to perform all of the covenants and agreements in the Line of Credit Agreement and the Security Instrument at the time and in the manner therein provided.

This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

By signing this Agreement, the Borrower represents and warrants to the Lender that the Borrower has no counterclaims, set-offs or defenses to the Bank's rights under the Line of Credit Agreement or the Security Instrument.

The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

Borrower hereby acknowledges Borrower has received, read and retained a copy of the Agreement and the HUD Settlement Statement provided to me by Lender, all of which I agree to by signing this Agreement.

This Agreement does not increase or extend any revolving credit insurance Borrower purchased in connection with the line of credit. Credit insurance means credit life, credit accident and health and/or credit disability insurance.

**Co-Trutor/Co-Mortgagor Liability.** As to any Borrower who signed the Security Instrument, but who did not execute the Line of Credit Agreement (a "co-trustor/co-mortgagor"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor is not personally obligated to pay the debt evidenced by the Line of Credit Agreement and the Security Instrument (as renewed, extended, and amended hereby). The co-trustor/co-mortgagor agrees that the Lender and the Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Line of Credit Agreement or the Security Instrument (as renewed, extended, and amended hereby) without the co-trustor/co-mortgagor's consent.



The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

Thomas J Brantmeyer  
THOMAS J BRANTMEYER

-Borrower

Marjorie J Brantmeyer  
MARJORIE J BRANTMEYER

-Borrower

Wells Fargo Bank, N.A.

By: Eric Grover (Seal)

Donna Arzulo  
UP Loan Documentation

Its: Personal Banker

{ Acknowledgments on Following Pages }



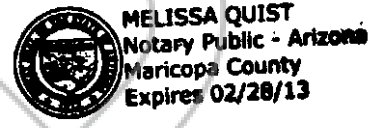
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Arizona  
COUNTY OF Maricopa ) ss.

On this 5th day of August, 2009 before me, a Notary Public in and for said county personally appeared Donna Arvalo, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VP LO of said association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said) association and that said instrument was signed and sealed on behalf of the said association by authority of its board of directors and the said VP Land Development acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Melissa Quist Notary Public Arizona State of

My commission expires: 2/28/13



FOR NOTARIZATION OF BORROWERS

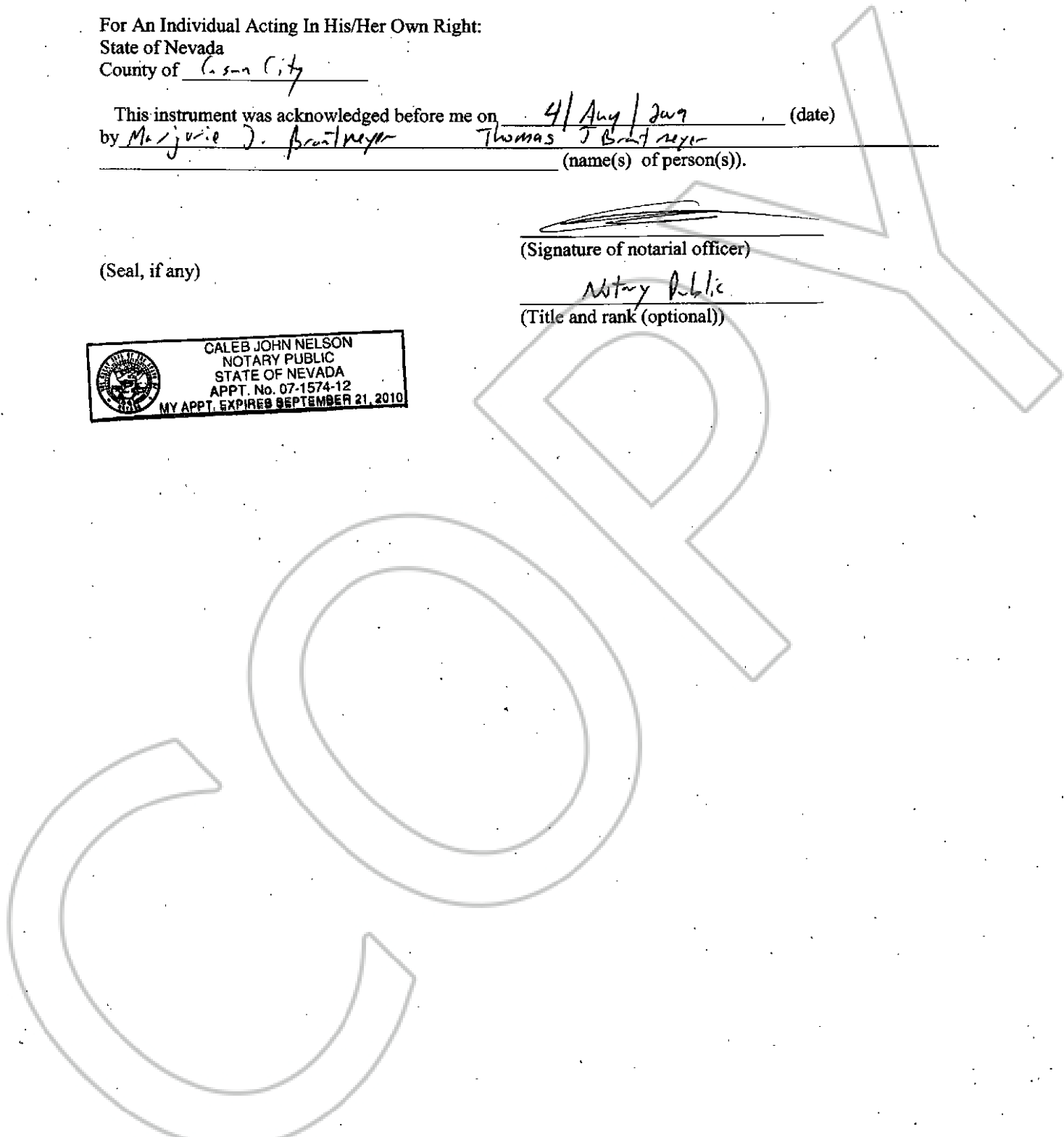
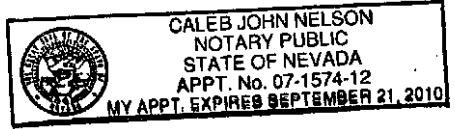
For An Individual Acting In His/Her Own Right:  
State of Nevada  
County of Esmeralda

This instrument was acknowledged before me on 4/ Aug / 2009 (date)  
by Marjorie J. Brantner Thomas J Brantner  
\_\_\_\_\_  
(name(s) of person(s)).

[Signature]  
(Signature of notarial officer)

(Seal, if any)

Notary Public  
(Title and rank (optional))

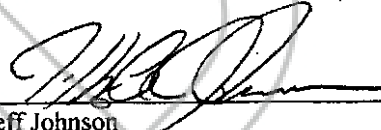


Wells Fargo Bank, N.A.

Account#: 650-650-8271736-1XXX  
Reference #: 20091947800015

**Social Security Number Affirmation**

I hereby affirm, pursuant to Nev. Rev. Stat. § 239B.030 (4), that the document(s) being submitted for recording do not include the social security number of any person.



Jeff Johnson  
Signature of person making affirmation

