DOC # 751765
10/06/2009 09:33AM Deputy: GB
OFFICIAL RECORD
Requested By:
SERVICELINK ALIQUIPPA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1009 PG-980 RPTT: 0.00

I hereby affirm that this document submitted for recording does not contain a social security number.

Signature

Printed name & title-THERESA BARRETT DOC AUDIT DEPT FOR SERVICELINK

APN# 1320-31-516-001

Recording Requested By: ServiceLink

Name: ServiceLink

Address: 4000 INDUSTRIAL BLVD.

City/State/Zip: ALIQUIPPA PA, 15001

Document Title: LOAN MODIFICATION

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from

of document), Book

Page (date) in the

Document #

(type

recorded
County Recorder office.

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4. (Additional recording fee applies)

This cover page must be typed.

NV Affirmation cover Sheet - 2/06

VMP ® -368C(NV) (0602)

BK-1009 PG-981

AFTER RECORDING MAIL TO: Washington Mutual Bank Mail Stop: FL5-7704 7757 Bayberry Rd. Jacksonville, FL 32256

Attn: Lien Release - Subordination Team

Loan Number: 0669892614 1991429

LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is made on 8-5-2009, between Dyke R. Varble and Cynthia D. Varble (individually and collectively, if more than one, "Borrower" and/or "Trustor", as applicable) and JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank, FA (The "Bank").

Borrower has obtained a home equity line of credit from the Bank (the "Loan") in the original credit limit amount of \$100,000.00. The Loan is evidenced by a Line of Credit Agreement and Disclosure (including any riders or previous amendments, the "Agreement") from Borrower dated 11-11-2003 and secured by a Deed of Trust (the "Deed of Trust"), dated 11-11-2003 and recorded on 11-21-2003, in Book 1103, Page 9684, Instrument/Document Number N/A in Official Records of Douglas County, Nevada.

The Loan covers the property described in the Deed of Trust and located at the address shown below (the "Property").

See Exhibit "A" Attached Herein

Borrower, Trustor and the Bank now wish to make certain modifications to the loan terms, and in consideration of the mutual benefits accruing to each, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Modification to Agreement. The Agreement is hereby modified as follows:
 - 1.1 Credit Limit. The maximum credit limit shall be lowered to \$85,400.00 from \$100,000.00.
- Miscellaneous. Except as herein modified, all the terms, covenants and conditions of the Agreement and Deed of Trust remain in full force and effect without modification or change. Each of the undersigned Borrowers and Trustors hereby ratifies and reaffirms his/her respective obligations under the Agreement and Deed of Trust, as herein modified, including but not limited to the obligation of Borrower to pay the indebtedness evidenced or secured hereby. Nothing herein shall affect the validity or lien priority of the Deed of Trust on the property as security for the payment of all amounts owing on the Agreement as herein modified.

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Dated as of the day and year first above written.	
By signing below, the Borrower(s) accepts and agree	ses to this Modification.
Borrower(s): Dyke R. Varble	Cynthia D. Varble
By signing below, each Trustor accepts and agree supplemented by this Modification.	es to the terms of the Deed of Trust as amended and
Trustor(s):	
Dyke R. Varble ACKNOWLEDGMENT OF	Cynthis D. Varble BORROWER(S)/TRUSTOR(S)
State of <u>NEVAOR</u> County of <u>NOUGLAS</u>	
On this 18 day of 1949, 2009, person to me known to be the individual(s) described in an	ally appeared before me ANDL WAKELING d who executed the within and foregoing Instrument,
and acknowledged that <u>he/she</u> signed the same asuses and purposes therein mentioned. Given under	free and voluntary act and deed, for the
Notary Public in and for the State of	_, residing at
My appointment expires	

BK-1009 PG-983

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JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank, FA

By:

Vice President

ACKNOWLEDGMENT OF LENDER

State of Florida) County of Duval)

On 8-5-2009, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared Kathleen E. Burton to me known to be the Vice President of JPMorgan Chase Bank, National Association, successor in interest to Washington Mutual Bank, FA, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Florida, County of Duval, Residing at 7757 Bayberry Road, Jacksonville, FL 32256. 10 C

My appointment expires:





Exhibit "A" Legal Description

All that certain parcel of land situated in City of MINDEN, County of DOUGLAS, State of Nevada, being known and designated as follows:

LOT 4, IN BLOCK A, A SET "FORTH ON THE FINAL MAP OF MACKLAND UNIT NO. 2 "PHASE B" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 25, 1989 IN BOOK 989 AT PAGE 3256, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 211622.

Being the same property as conveyed from CLARA WIRTHWEIN, TRUSTEE OF THE WIRTHWEIN SURVIVOR'S TRUST UNDER DECLARATION OF TRUST DATED MAY 30, 1966 to DYKE R. VARBLE AND CYNTHIA D. VARBLE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP as described in Corporation Grant, Bargain and Sale Deed, Dated 07/15/1997, Recorded 07/30/1997, in Official Records Book No. 797, Page No. 5268.

