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OFFICIAL RECORD
Requested By:
AMERICAN TITLE INC

APN# 1219-26-001-003

Prepared By:
Wells Fargo Bank, N.A.
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DOCUMENT PREPARATION
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Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-1209 PG- 6637 RPTT: 0.00



After recording, return recording information to:

American Title, Inc.
✓ PO Box 641010
Omaha, NE 68164-1010
200910290597

State of Nevada {Space Above This Line For Recording Data}
Account number: 650-650-0802093-1998 Reference number: 20092449800135

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

This Modification Agreement (this "Agreement") is made this 9TH DAY OF DECEMBER, 2009, between Wells Fargo Bank, N.A. (the "Lender") and MERRY C BELDEN ALSO KNOW AS MERRY CLARA JANE BELDEN, AS TRUSTEE OF THE MERRY CLARA JANE BELDEN TRUST DATED APRIL 21, 1992 (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 June 30, 2003, 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 _____ at page(s) _____ of the County of DOUGLAS County, State of Nevada as document No. 0592174 (the "Security Instrument"), and covering real property located at 577 DEER PATH LN, GARDNERVILLE, NEVADA 89460 (the "Property") and described as follows:

SEE ATTACHED EXHIBIT

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:

Change in Credit Limit. The Lender and the Borrower agree that the credit limit under the Line of Credit Agreement is hereby increased to \$337,500.00 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-Trustor/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.

Merry Clara Jane Belden
MERRY CLARA JANE BELDEN, TRUSTEE OF THE MERRY CLARA JANE BELDEN TRUST DATED APRIL 21, 1992
Merry Clara Jane Belden
-Borrower

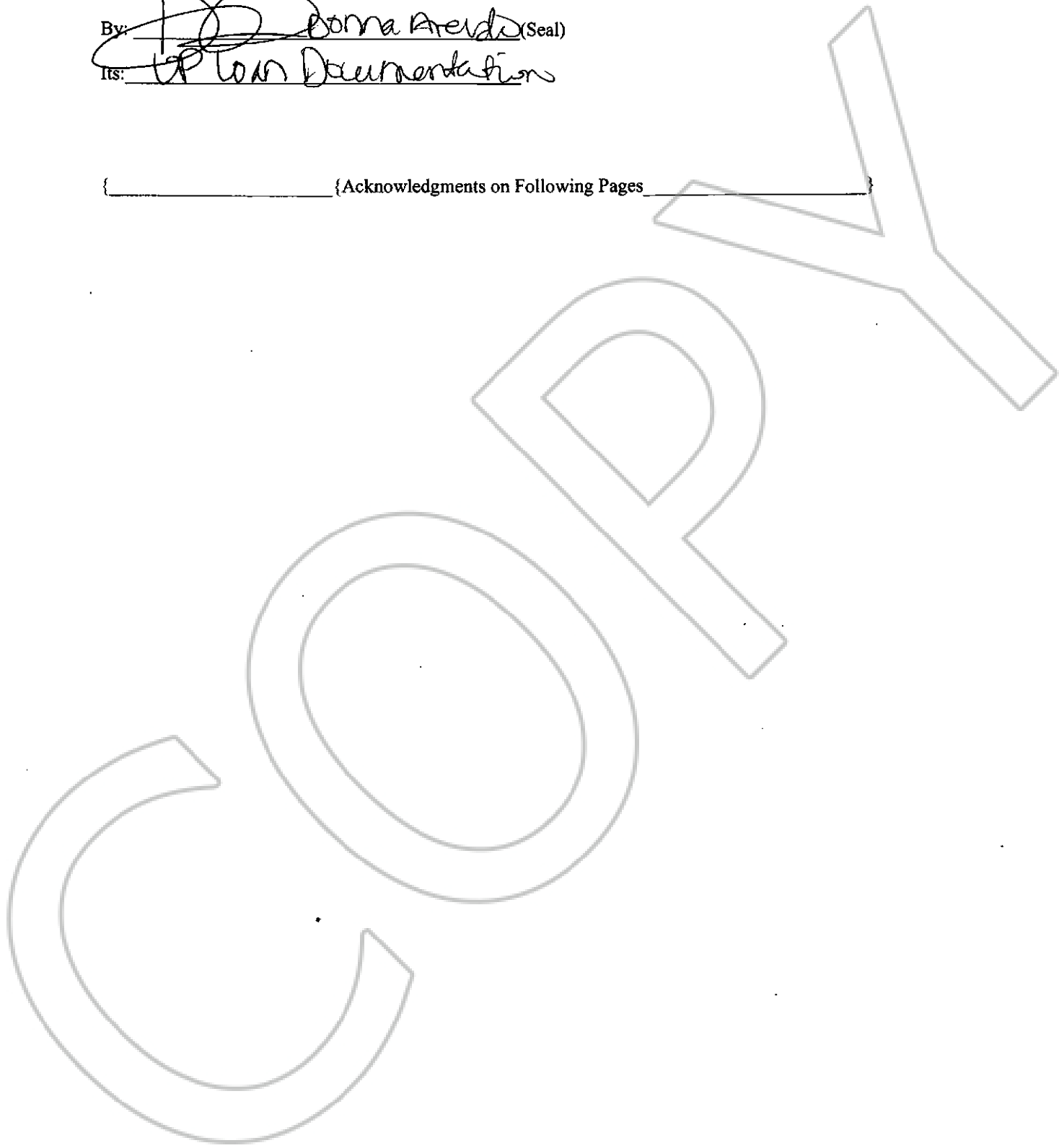


Wells Fargo Bank, N.A.

By: [Signature] (Seal)

Its: UP Loan Documentations

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this 15th day of December, 2009, before me, a Notary Public in and for said county personally appeared Donna Arevalo, to me personally known, who being by me duly (sworn or affirmed) did say that that person is NV loan documentation 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 NV loan documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature] Notary Public Arizona State of

My commission expires: 9-27-10



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Douglas

This instrument was acknowledged before me on 12/9/09 (date)
by Merry C Belden (name(s) of person(s)).

[Handwritten Signature]
(Signature of notarial officer)

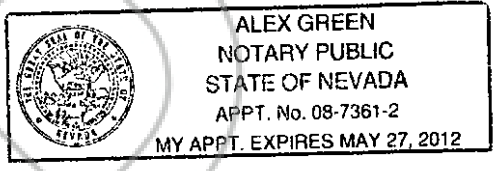
(Title and rank (optional))

(Seal, if any)

For An Individual Trustee Borrower:

State of Nevada

County of Douglas



This instrument was acknowledged before me on 12/9/09 (date) by Merry Clare Jane Belden also known as trustee of the Merry Clare Jane Belden Trust (name(s) of person(s)) as dated April 21, 1992 (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

[Handwritten Signature]
(Signature of notarial officer)

(Title and rank (optional))

(Seal, if any)

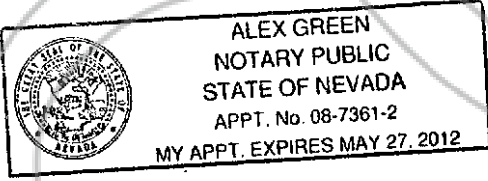


EXHIBIT A

Reference: 20092449800135

Account: 650-650-0802093-1998

Legal Description:

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 19 EAST, M. D. B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL NO. 1 ON THAT CERTAIN PARCEL MAP FOR JOHN THOMPSON RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 3, 1976, IN BOOK 676, PAGE 227, AS DOCUMENT NO. 00807. TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS, ROAD AND UTILITY PURPOSES, 25 FEET IN WIDTH, EXTENDING FROM FOOTHILL ROAD, SOUTH 71 DEGREES 03 MINUTES 48 SECONDS WEST, A DISTANCE OF 315.92 FEET, LYING ADJACENT TO AND SOUTHERLY OF THE NORTHERLY BOUNDARY LINE OF PARCEL NO. 1, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JANUARY 22, 1976, AS DOCUMENT NO. 86828, OFFICIAL RECORDS. TAX ID NUMBER: 1219-26-001-003 BEING THE SAME PROPERTY CONVEYED BY DEED GRANTOR: MERRY CLARA JANE BELDEN, AN UNMARRIED WOMAN GRANTEE: MERRY CLARA JANE BELDEN, TRUSTEE OF THE MERRY CLARA JANE BELDEN TRUST DATED APRIL 21, 1992 DATED: 7/6/1993 RECORDED: 7/29/1996 DOC#/BOOK-PAGE: 0796-4750



Wells Fargo Bank, N.A.

Account#: 650-650-0802093-1XXX
Reference #: 20092449800135

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

