

DOC # 757054  
01/12/2010 03:31PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
NORTHERN NEVADA TITLE CC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 2 Fee: 15.00  
BK-110 PG-2156 RPTT: 0.00

APN: 1320-19-212-018  
RECORDING REQUESTED BY  
NORTHERN NEVADA TITLE  
307 W. WENNTE  
CARSON CITY, NV 89703  
WHEN RECORDED MAIL TO

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



## MODIFICATION OF AGREEMENT

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

THIS AGREEMENT made this Thursday, December 17, 2009 by Wells Fargo Bank, N. A. ("Lender"), and Lee B. Bender And Bonnie R. Bender, Husband And Wife, As Joint Tenants, With Right Of Survivorship ("Borrower"). Borrower previously executed a revolving Credit Agreement ("Credit Agreement") dated December 17, 2005 with a credit limit in the amount of \$80,000.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust or Mortgage ("Security Agreement") dated December 17, 2005, for the use and benefit of Lender, which was recorded on January 13, 2006 as 0665664 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 \$50,051.45 and that the accrued, unpaid interest under the Credit Agreement and secured by the Security Agreement is \$58.19. Additional interest shall continue to accrue on the outstanding principal balance from the next calendar day following December 17, 2009 at the rate of \$05.81 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 \$80,000.00 to \$52,551.45.

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:

Lee B. Bender

Lee B. Bender

Bonnie R. Bender

Bonnie R. Bender

STATE OF: NV )SS  
COUNTY OF: DOUGLAS )

On 1-7-10 before me the undersigned, a Notary Public in and for said state personally appeared, Lee B. Bender, Bonnie R. Bender 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.

Mary Kelsh  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL



LENDER:

Wells Fargo Bank, N. A.

BY: [Signature]

Barbara Edwards

STATE OF: OREGON )SS  
COUNTY OF: WASHINGTON )

On December 17, 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.

Lisa Stanfield  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL

