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APN# 1418-10-511-014

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Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 7 Fee: 20.00  
BK-0311 PG- 3310 RPTT: 0.00



After recording, return recording information to: ATI# 201102011231  
American Title, Inc.  
PO Box 641010  
Omaha, NE 68164-1010

State of Nevada {Space Above This Line For Recording Data}  
Account number: 650-650-8765695-1998 Reference number: 20103419800067

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

This Modification Agreement (this "Agreement") is made this **21ST DAY OF FEBRUARY, 2011**, between **Wells Fargo Bank, N.A.** (the "Lender") and **JOHN R. LIST AND SUSAN R. LIST, HUSBAND AND WIFE, AS JOINT TENANTS** (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 **August 20, 2008**, in the original maximum principal amount of **\$ 250,000.00**. 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 **0908** at page(s) **2130** of the County of **DOUGLAS** County, State of Nevada as document No. **0729783** (the "Security Instrument"), and covering real property located at **152 YERINGTON CIRCLE, GLENBROOK, NEVADA 89413** (the "Property") and described as follows:

**THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 34 IN BLOCK C, AS SHOWN ON THE MAP OF GLENBROOK UNIT NO. 3-A, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JUNE 13, 1980, AS DOCUMENT NO. 45299, IN BOOK 680 OF MAPS, PAGE 1269, AND AMENDED THERETO RECORDED MARCH 3, 1981 IN BOOK 381 OF OFFICIAL RECORDS, PAGE 117, AS DOCUMENT NO. 53983, OF DOUGLAS COUNTY, NEVADA. EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO GLENBROOK COMPANY, BY DEED RECORDED DECEMBER 28, 1983, IN BOOK 1283, PAGE 3217, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. APN#1418-10-511-014**

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 \$350,000.00 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.

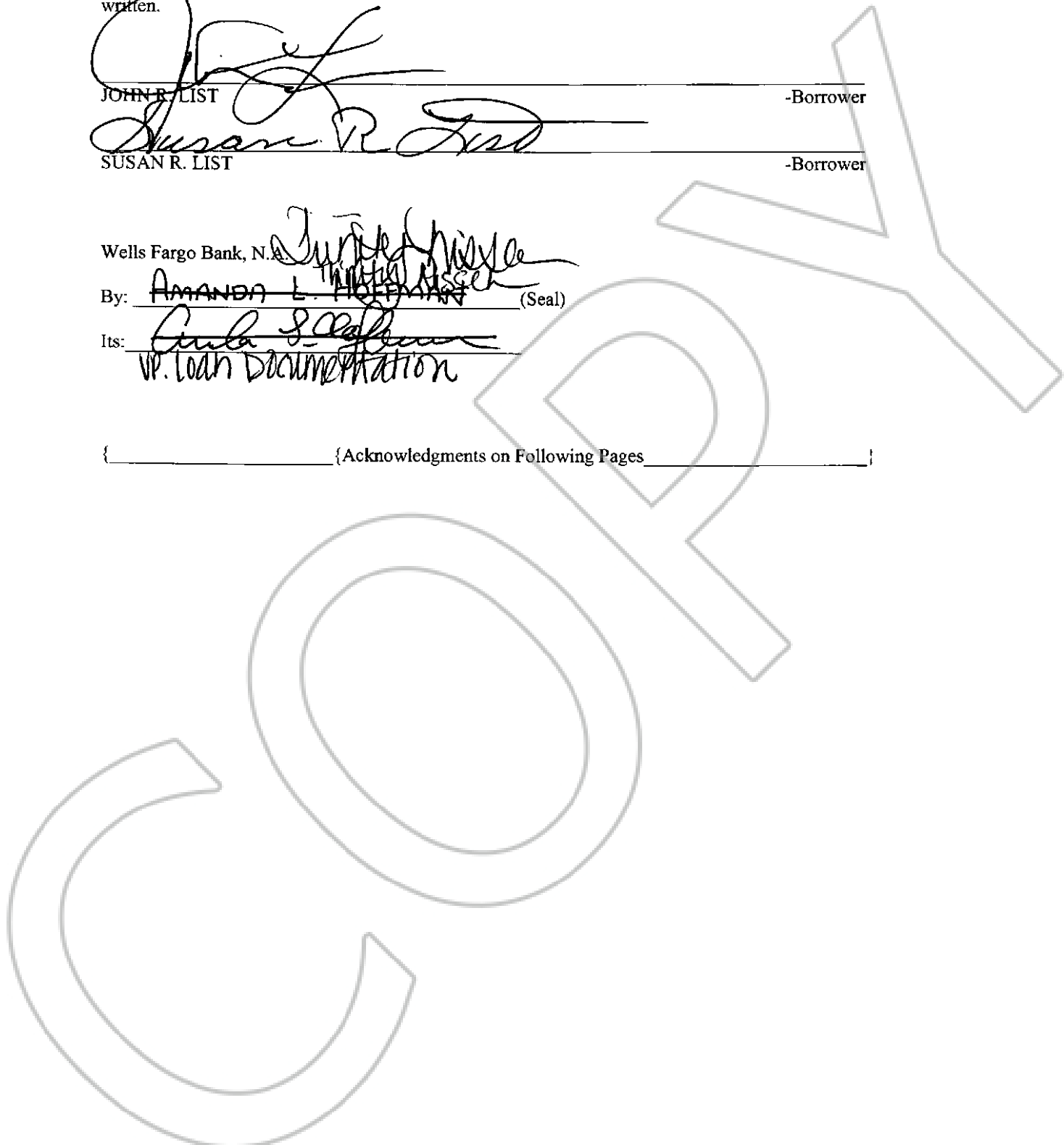


The Borrower and the Lender have executed this Agreement under seal as of the day and year first above written.

*[Signature]*  
JOHN R. LIST -Borrower  
*[Signature]*  
SUSAN R. LIST -Borrower

Wells Fargo Bank, N.A. *[Signature]*  
By: AMANDA L. HOFFMAN (Seal)  
Its: *[Signature]*  
VP. Loan Documentation

{ Acknowledgments on Following Pages }



FOR NOTARIZATION OF LENDER PERSONNEL

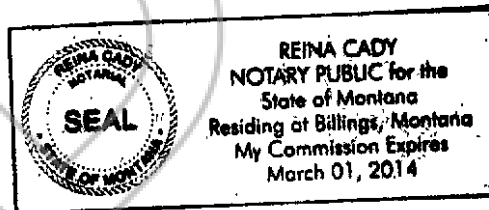
STATE OF Montana )  
 ) ss.  
COUNTY OF Yellowstone )

On this 24<sup>th</sup> day of February, 2011, before me, a notary public in and for said county personally appeared Trinity Nissen, to me personally known, who being by me duly (sworn or affirmed) did say that that person is VP 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 VP loan documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Reina Cady  
Notary Public

Montana  
State of

My commission expires: 3-1-2014



FOR NOTARIZATION OF BORROWERS

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

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
(Title and rank (optional))

*See attachment.*





# All-purpose Acknowledgment California only

State of California

County of Riverside

On 02/22/2011 before me, N. E. Thomas (Notary) (here insert name and title of the officer),

personally appeared John R. List and Susan R. List

who 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 acknowledged 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.

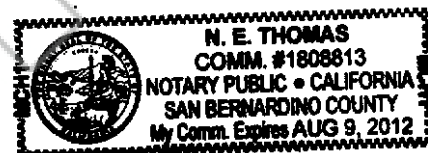
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Notary Seal



Wells Fargo Bank, N.A.

Account#: 650-650-8765695-1XXX  
Reference #: 20103419800067

**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.

*Keith Karpinske*

Keith Karpinske  
Signature of person making affirmation

