

DOC # 807164
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OFFICIAL RECORD

Requested By:
First American Title Minder
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-812 PG-1863 RPTT: 0.00



A. P. No. 1221-19-001-024

Escrow No. 2419808A

When recorded mail to:

Wells Fargo H0me Mortgage
Attn: Gordon Fairman
MAC X3802-03A
8480 Stagecoach Circle
Frederick, MD 21701

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

MODIFICATION TO DEED OF TRUST

THIS MODIFICATION TO DEED OF TRUST, is made on August 2, 2012, by and between MILTON WASHINGTON and BONNIE WASHINGTON, husband and wife, as Trustor, whose address is: 1989 Mule Court, Gardnerville, NV 89410, and WELLS FARGO BANK, N.A., as Beneficiary, whose address is: 8480 Stagecoach Circle, Frederick, MD 21701, MAC X3802-03A.

W I T N E S S E T H:

WHEREAS:

A. On May 22, 2009, Trustor executed a Deed of Trust wherein UNITED TITLE OF NEVADA, is Trustee for the benefit of EDWARD JONES MORTGAGE, LLC, a Delaware limited liability company, which Deed of Trust was recorded May 28, 2009, in Book 509, Page 7134, as Document No. 743986 and re-recorded on May 28, 2009, in Book 509, Page 7210, as Document No. 743993, Official Records, Douglas County, Nevada; and

B. The beneficial interest in said Deed of Trust was assigned to WELLS FARGO BANK, N.A., a National Association, as evidenced by that certain Assignment of Deed of Trust recorded May 28, 2009, in Book 509, Page 7296, as Document No. 744000, Official Records, Douglas County, Nevada; and



C. MILTON WASHINGTON and BONNIE WASHINGTON, husband and wife, entered into that certain Boundary Line Adjustment Grant Deed with DAVID KING and BEVERLY KING, husband and wife, dated April 17, 2012, which Boundary Line Adjustment was recorded April 19, 2012, in Book 412, Page 4788, as Document No. 800967 and re-recorded May 7, 2012 in Book 512, on Page 1568, as Document No. 802002, Official Records, Douglas County, Nevada; and

D. Pursuant to the terms of the Boundary Line Adjustment Grant Deed, the real property encumbered by the above described Deed of Trust was modified by transferring a portion of such encumbered parcel ("Released Portion") to an adjacent and abutting parcel.

E. Beneficiary has agreed to execute a Substitution of Trustee and Deed of Partial Reconveyance to release the Released Portion from the encumbrance of the above described Deed of Trust which Substitution of Trustee and Deed of Reconveyance shall be recorded concurrently or substantially concurrently herewith.

F. Trustor and Beneficiary have further agreed to amend the above-described Deed of Trust to modify the legal description contained in said Deed of Trust to include the amendments of the Boundary Line Adjustment Deed, all as more fully described below;

NOW THEREFORE, for the purpose of adjusting the legal description of the above-described Deed of Trust, and for other good and valuable consideration, the parties hereto agree as follows:

1. The property which said Deed of Trust encumbers shall be hereinafter as described, and MILTON WASHINGTON and BONNIE WASHINGTON, husband and wife, hereby grant to WELLS FARGO BANK, N.A., as Trustee with power of sale, all that certain property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land within the NW 1/4 of Section 19, Township 12 North, Range 21 East, M.D.B.&M., and more particularly described as follows:



Commencing at the West 1/4 corner of Section 19, Township 12 North, Range 21 East, M.D.B.&M., which is marked by a 5/8" rebar with cap stamped PLS 3209 in a well monument within Arabian Lane; thence North 88°31'08" East a distance of 353.09 feet to a 5/8" rebar with cap stamped PLS 14346; thence North 88°35'22" East a distance of 50.37 feet to a 5/8" rebar with cap stamped PLS 3090 which is the southwest corner of the parcel and the TRUE POINT OF BEGINNING; thence North 11°21'16" West a distance of 140.93 feet to a 5/8" rebar with cap stamped PLS 3090; thence North 09°12'37" East a distance of 46.15 feet to a 5/8" rebar with cap stamped PLS 3090; thence North 15°33'00" East a distance of 146.81 feet to a 5/8" rebar with cap stamped PLS 3090 on the southerly right-of-way line of Mule Court; thence along said right-of-way line, along a curve to the left, with a radius of 60.00 feet with a tangent bearing of South 64°27'34" East, through a central angle of 78°48'54" an arc distance of 82.53 feet to a 5/8" rebar with a cap stamped PLS 14346; thence South 53°20'55" East a distance of 553.16 feet; thence South 88°35'22" West a distance of 536.91 feet to the TRUE POINT OF BEGINNING. The area of said parcel is 108,889 sq. ft. or 2.50 acres more or less.

The basis of bearings for the above description is a line between the NE corner of Lot 13 and the NW corner of Lot 14 of Dry Creek Estates, Document No. 525771, of Official Records of Douglas County, Nevada. Said line bears South 72°22'09" West.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain document recorded May 7, 2012, in Book 512, Page 1568, as Document No. 802002, Official Records, Douglas County, Nevada.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means and to apply the same, less costs and expenses of collection to any indebtedness secured hereby.



2. The Deed of Trust described above is hereby amended in accordance with the foregoing, and in all other respects said Deed of Trust is hereby confirmed and ratified.

IN WITNESS WHEREOF the parties have executed this First Amendment to Deed of Trust as of the day and year first above written.

TRUSTOR:

BENEFICIARY:

Milton Washington
Milton Washington
Bonnie Washington
Bonnie Washington

WELLS FARGO BANK, N.A.

By Lorna L. Slaughter
Its Lorna L. Slaughter

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss

This instrument was acknowledged before me on AUGUST 7th, 2012, by MILTON WASHINGTON and BONNIE WASHINGTON.

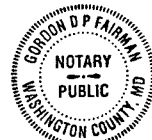
Suzanne Cheechov
Notary Public



STATE OF MARYLAND)
COUNTY OF WASHINGTON) ss

This instrument was acknowledged before me on August 2, 2012, by Lorna L. Slaughter as Vice President of/for WELLS FARGO BANK, N.A.

Gordon D.P. Jones
Notary Public



My Comm. Exp. 07/22/2013