

DOC # 829709  
08/29/2013 09:25AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Title Source, Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$19.00  
BK-813 PG-7887 RPTT: 0.00



Assessor's Parcel Number: 1318-23-211-001

Recording Requested By and Return To:  
QUICKEN LOANS INC.  
SERVICING CLIENT SOLUTIONS TEAM  
1050 WOODWARD AVE.  
DETROIT, MI 48226

Mail Tax Statements To:  
QUICKEN LOANS INC., Authorized Agent for CHARLES  
SCHWAB BANK  
1050 WOODWARD AVE.  
DETROIT, MI 48226

[Space Above This Line For Recording Data]

Loan No: 3308936699

Data ID: 187

Borrower: Michael N Donahoe

2

Original Principal Amount: \$100,000.00

58897177 - 2206705

**HOME EQUITY CREDIT LINE AGREEMENT (HELOC)  
MODIFICATION AGREEMENT**

This HELOC Modification Agreement ("Agreement"), made this **18th day of July, 2013** between **Michael N Donahoe AND Brenda C Donahoe**, whose address is **129 Holly Ln, Zephyr Cove, NEVADA 89448** ("Borrower") and **QUICKEN LOANS INC., Authorized Agent for CHARLES SCHWAB BANK, 1050 WOODWARD, DETROIT, MI 48226** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument"), dated **June 28, 2008** and recorded in **07/08/2008 in Book 0708 Pg 1129** of the Official Records of the County Recorder's or Clerk's Office of **DOUGLAS COUNTY, NEVADA** and (2) the HELOC, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at:

**129 Holly Ln, Zephyr Cove, NEVADA 89448**

[Property Address]

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the HELOC or Security Instrument):

1. Borrower desires to change the maximum line of credit available under the HELOC from **\$100,000.00** ("Original Credit Limit") to **\$40,000.00** ("Changed Credit Limit"), and Lender has agreed to change the Original Credit Limit to the Changed Credit Limit.
2. To receive the Changed Credit Limit Borrower has agreed to pay an amended Annual Percentage Rate. The Section of the HELOC entitled "VARIABLE PERIODIC RATES AND ANNUAL PERCENTAGE RATE", except for the paragraph, "Maximum/Minimum Rate" is amended to read:



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**Periodic Rates on the Revolving Balance.** The current daily periodic rate used to figure the interest **FINANCE CHARGE** on the Revolving Balance is **0.0061%**. The corresponding **ANNUAL PERCENTAGE RATE** is **2.2400%**. **THE ANNUAL PERCENTAGE RATE** and the daily periodic rate may change daily as indicated below. The **ANNUAL PERCENTAGE RATE** includes only interest and no other charges.

The **ANNUAL PERCENTAGE RATE** is variable and is equal to the highest Prime Rate (U.S.) listed in the "Money Rates" section of *The Wall Street Journal* for that day plus a margin of **-1.010%**. If *The Wall Street Journal* does not publish a Prime Rate for that day, Lender will use the highest Prime Rate listed in the "Money Rates" section of *The Wall Street Journal* on the last date the Prime Rate was published.

If *The Wall Street Journal* fails to publish a Prime Rate for four (4) consecutive days, Lender may use a substitute index, to be determined at that time, that has a historical movement substantially similar to the prime rate published in *The Wall Street Journal* and that would result in an **ANNUAL PERCENTAGE RATE** substantially similar to a rate based on the Prime Rate published in *The Wall Street Journal*.

If that highest Prime Rate (U.S.) changes, your **ANNUAL PERCENTAGE RATE** will change. The **ANNUAL PERCENTAGE RATE** and the daily periodic rate that applies to your Account may change daily. If the rate changes, your Interest Finance Charge and minimum payment may change.

3. The Changed Credit Limit and the amended Annual Percentage Rate are effective **July 17, 2013**.
4. If on **July 1, 2038** (the "Maturity Date"), Borrower still owes amounts under the HELOC and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.



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6. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the HELOC and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the HELOC and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the HELOC and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the HELOC and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the HELOC or Security Instrument.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the HELOC and Security Instrument.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
  - (g) Borrower received proper notice of the changes to the HELOC and Security Instrument described above.



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[Signature] (Seal)  
Michael N Donahoe - Borrower

[Signature] (Seal)  
Brenda C Donahoe - Borrower

- Borrower Acknowledgment -

STATE OF NEVADA  
COUNTY OF DOUGLAS

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§

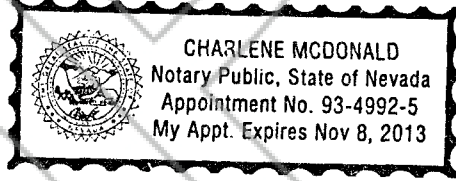
This instrument was acknowledged before me on the 13<sup>TH</sup> day of August,  
2013, by

Michael N Donahoe AND Brenda C Donahoe

[Signature]  
Notary Public

Charlene McDonald  
(Printed Name)

My commission expires: 11-08-13





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Lender: QUICKEN LOANS INC., Authorized Agent for  
CHARLES SCHWAB BANK

By: [Signature]

Its: [Signature]  
(Printed Name and Title)

**Kathleen Haggitt**  
Limited Loan and Lien Modification Officer

- Lender Acknowledgment -

STATE OF MICHIGAN  
COUNTY OF WAYNE

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§

This instrument was acknowledged before me on July 19, 2013,  
by Kathleen Haggitt, as  
Limited Loan Modification Officer of QUICKEN LOANS INC., Authorized Agent for  
CHARLES SCHWAB BANK

[Signature]  
Notary Public

Janet N Sykes  
(Printed Name)

My commission expires: 7-14-19

JANET N SYKES  
Notary Public - Michigan  
Macomb County  
My Commission Expires Jul 14, 2019  
Acting in the County of 7-14-19



Loan No: 3308936699  
Borrower: Michael N Donahoe  
Property Address: 129 Holly Ln, Zephyr Cove, NEVADA 89448

Data ID: 187

**LEGAL DESCRIPTION**

Tax Id Number(s): 1318-23-211-001

Land Situated in the County of Douglas in the State of NV

LOT 57, AS SET FORTH ON MAP OF LAKE VILLAGE UNIT NO. 2-E, RECORDED IN THE OFFICIAL OF THE COUNTY RECORDER ON OCTOBER 18, 1972 IN BOOK 1072, PAGE 436, DOCUMENT NO. 62363, OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

Commonly known as: 129 Holly Lane, Zephyr Cove, NV 89449

