

DOUGLAS COUNTY, NV

2016-884242

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\$24.00 Pgs=11

07/13/2016 11:08 AM

LENDER RECORDING SERVICES

KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1318-03-211-015

Prepared By:

Wells Fargo Bank, N.A.

SHERRON HARRIS

DOCUMENT PREPARATION

8505 IBM DRIVE 3RD FL

Charlotte, NC 28262

1-800-400-3339

After Recording please ~~return to:~~

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6955-013

Billings, MT 59107-9900

**Return to: Dawn Tetlak/AEG**

**5455 Detroit Rd, STE B**

**Sheffield Village, OH 44054**

**440-716-1820**

State of Nevada {Space Above This Line For Recording Data}

Account number: XXX-XXX-XXX9103-1998

Reference number: 20161131500038

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

2901581-03  
This Modification Agreement (this "Agreement") is made this 22nd day of June, 2016, between Wells Fargo Bank, N.A. (the "Lender") and THE LINDA BARROW MCCALL REVOCABLE LIVING TRUST, LINDA BARROW MCCALL AS TRUSTEE

(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 July 12, 2013, 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 713 at page(s) 4467 of the County of DOUGLAS County, State of Nevada as document No. 827371 (the "Security Instrument"), and covering real property located at 1034 MYRON DR, ZEPHYR COVE, NV 89448

(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 \$400,000.00 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 Statement of Fees, Charges, and Disbursements Addendum 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 Statement of Fees, Charges, and Disbursements Addendum 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/Co-signer 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/co-signer"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor/co-signer's obligations in connection with the line of credit. The co-trustor/co-mortgagor/co-signer 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/co-signer 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/co-signer's consent.

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

*Linda Barrow McCall*  
LINDA BARROW MCCALL

- Borrower

*Linda Barrow McCall, Trustee*  
LINDA BARROW MCCALL, TRUSTEE OF LINDA BARROW MCCALL REVOCABLE  
LIVING TRUST DTD 07/31/2014

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Mark Allen Kegley  
NMLSR ID: 1156613

Wells Fargo Bank, N.A. (

By: *Mark Allen Kegley* (Seal)

Its: *Mark Allen Kegley*

**Vice President Loan Documentation**

{ Acknowledgments on Following Pages }

FOR NOTARIZATION OF LENDER PERSONNEL

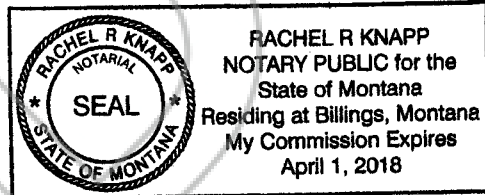
STATE OF Montana  
COUNTY OF Yellowstone ) ss.

On this 29<sup>th</sup> day of June, 2016, before me, a Notary Public in and for said county personally appeared Tari Elal, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President 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 Vice President Loan Documentation acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Rachel R. Knapp  
Notary Public Rachel R. Knapp

State of Montana

My commission expires: April 1<sup>st</sup>, 2018



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Washoe


This instrument was acknowledged before me on June 22, 2016 (date) by

LINDA BARROW MCCALL

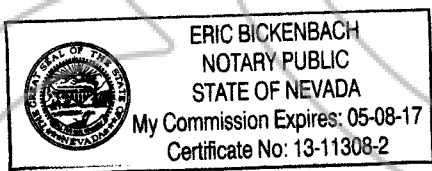
LINDA BARROW MCCALL, TRUSTEE OF LINDA BARROW MCCALL REVOCABLE LIVING TRUST DTD 07/31/2014

(name(s) of person(s)).

(Seal, if any)

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

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



For An Individual Trustee Borrower:

State of Nevada

County of Washoe

This instrument was acknowledged before me on June 22, 2016 (date) by

LINDA BARROW MCCALL

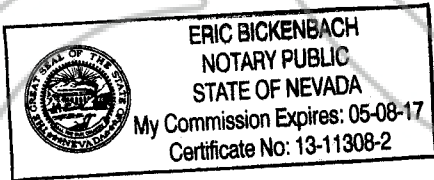
LINDA BARROW MCCALL, TRUSTEE OF LINDA BARROW MCCALL REVOCABLE LIVING TRUST DTD 07/31/2014

(name(s) of person(s) as trustee (type of authority, e.g., officer, trustee, etc.) of Linda Barrow McCall Revocable Living Trust DTD 7/31/2014 (name of party on behalf of whom instrument was executed).

[Signature]  
(Signature of notarial officer)

(Seal, if any)

Notary  
(Title and rank (optional))



Reference Number: 20161131500038  
Account Number: XXX-XXX-XXX9103-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on June 22, 2016 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from LINDA BARROW MCCALL, (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1034 MYRON DR., ZEPHYR COVE, NV 89448  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the LINDA BARROW MCCALL REVOCABLE LIVING TRUST (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender. Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.



By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

*Linda Barrow McCall, Trustee*

LINDA BARROW MCCALL, TRUSTEE OF LINDA BARROW MCCALL REVOCABLE LIVING TRUST DTD 07/31/2014

**Attach this Rider to the Security Instrument before Recording**

**COPIES**

Loan Originator's Name: Mark Allen Kegley  
NMLSR ID: 1156613



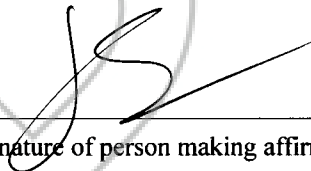
**Wells Fargo Bank, N.A.**

**Account#: XXX-XXX-XXX9103-1998**

**Reference #: 20161131500038**

**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.



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Signature of person making affirmation

**Jennifer Scherer**  
Vice President of Loan Documentation



**EXHIBIT A**

Reference: 20161131500038

Account: XXX-XXX-XXX9103-1998

**Legal Description:**

EXHIBIT A THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN DOUGLAS COUNTY, STATE OF NEVADA, BOUNDED AND DESCRIBED AS: PARCEL 1: LOT 116 AS SHOWN ON THE MAP ENTITLED SKYLAND SUBDIVISION NO. 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 22, 1959, AS DOCUMENT NO. 14668. TOGETHER WITH THE RIGHT OF ACCESS TO THE WATER OF LAKE TAHOE AND FOR BEACH AND RECREATIONAL PURPOSES OVER LOTS 32 AND 33 AS SHOWN ON THE MAP ENTITLED SKYLAND SUBDIVISION NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON FEBRUARY 27, 1958, AS DOCUMENT NO. 12967, AS RESERVED IN THE DEED FROM STOCKTON GARDEN HOMES, INC., A CALIFORNIA CORPORATION TO SKYLAND WATER CO., A NEVADA CORPORATION, RECORDED FEBRUARY 5, 1960 IN BOOK 1 OF OFFICIAL RECORDS AT PAGE 268, AS DOCUMENT NO. 15573 DOUGLAS COUNTY, NEVADA. PARCEL 2: TOGETHER WITH AN EASEMENT FOR CONSTRUCTING, MAINTAINING AND OPERATING A 4 INCH SEWER SERVICE OVER AND ACROSS THE WESTERLY 10 FEET OF LOT 115, AS SHOWN ON THE MAP OF SKYLAND SUBDIVISION NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JULY 22, 1959, UNDER FILE NO. 14668, AS SET FORTH IN THE INSTRUMENT RECORDED MAY 28, 1974, IN BOOK 574, PAGE 1008, DOCUMENT NO. 73508, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. THIS BEING THE SAME PROPERTY CONVEYED TO THE LINDA BARROW MCCALL REVOCABLE LIVING TRUST, LINDA BARROW MCCALL AS TRUSTEE, BY DEED FROM LINDA MCCALL, DATED 07/31/2014 AND RECORDED ON 08/06/2014 AS INSTRUMENT NO. 0847514, IN THE DOUGLAS COUNTY RECORDERS OFFICE. PARCEL NO. 1318-03-211-015 ADDRESS: 1034 MYRON DRIVE, ZEPHYR COVE, NV ORDER NUMBER: 2401581