

Assessor's Parcel Number: 1320-30-410-011

Prepared By:  
Wells Fargo Bank, N.A.  
DONNA MARIE WHITE  
DOCUMENT PREPARATION  
11601 N BLACK CANYON HWY  
PHOENIX, AZ 85029  
1-866-537-8489

Recording Requested By and  
After Recording Return To:  
**American Title, Inc.**  
**PO Box 641010**  
**Omaha, NE 68164-1010**

\_\_\_\_ State of Nevada \_\_\_\_\_ {Space Above This Line For Recording Data} \_\_\_\_\_  
Account number: XXX-XXX-XXX7779-1998 Reference number: 20172083900027

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

This Modification Agreement (this "Agreement") is made this 19th day of August, 2017, between Wells Fargo Bank, N.A. (the "Lender") and DAVID C. PETERSON AND KELLY A. BENOIT, 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 April 29, 2016, in the original maximum principal amount of \$50,000.00. 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 N/A at page(s) N/A of the County of DOUGLAS County, State of Nevada as document No. 2016-880763 (the "Security Instrument"), and covering real property located at 890 MAHOGANY DR, MINDEN, NV 89423

(the "Property") and described as follows:

ALL THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF MINDEN, COUNTY OF DOUGLAS, STATE OF NEVADA BOUNDED AND DESCRIBED AS FOLLOWS: LOT 10, IN BLOCK A, AS SET FORTH ON THE FINAL MAP #1010-4B OF WESTWOOD VILLAGE UNIT 4B, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 13, 1995, IN BOOK 1295, PAGE 1906, AS DOCUMENT NO. 376827. APN: 1320-30-410-011

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 \$80,000.00 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.

  
DAVID C PETERSON

- Borrower

  
KELLY A BENOIT


- Borrower

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

Loan Originator's Name: Aiman Hesswany  
NMLSR ID: 1609607

Wells Fargo Bank, N.A.

By:  (Seal)

Its: 

**RACHEL R KNAPP**  
VICE PRESIDENT LOAN DOCUMENTATION

Acknowledgments on Following Pages

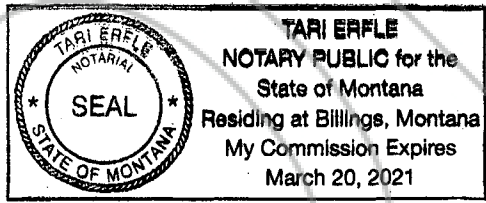
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Montana  
COUNTY OF Yellowstone ss.

On this 6<sup>th</sup> day of Sept, 2017, before me, a Notary Public in and for said county personally appeared Rachel R Knapp, 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.

Tari Erfle  
Notary Public TARI ERFLE State of Montana

My commission expires: 03/20/2021



FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of Nevada

County of Carson City

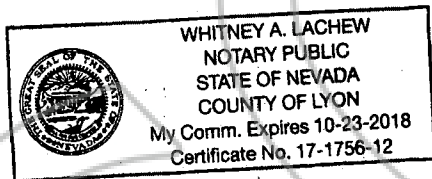
This instrument was acknowledged before me on 8-19-17 (date) by

DAVID C PETERSON

KELLY A BENOIT

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

(Seal, if any)



Whitney A. Lachew  
(Signature of notarial officer)

Personal Banker  
(Title and rank (optional))

