DOUGLAS COUNTY, NV

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2019-932168

07/17/2019 08:27 AM

AMERICAN TITLE - PLATINUM KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1320-31-513-008

Prepared By: Wells Fargo Bank, N.A. HECTOR M. ROSAS DOCUMENT PREPARATION 11601 N. Black Canyon Hwy Phoenix, AZ 85029 1-866-537-8489



Requested by/Return to: Title365 11010 Burdette Street PO Box 641010 Omaha, NE 68164 DAVID P AGRESTI

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

Account number: XXX-XXX-XXX7714-1998

Reference number: 20191210009344

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

This Modification Agreement (this "Agreement") is made this 12th day of June, 2019, between Wells Fargo Bank, N.A. (the "Lender") and

DAVID P. AGRESTI AND CHERYL A. AGRESTI, 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 January 25, 2019, in the original maximum principal amount of \$ 100,000.00. 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. 2019-925864 (the "Security Instrument"), and covering real property located at 1634 BELARRA DR, MINDEN, NV 89423

(the "Property") and described as follows:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 13, IN BLOCK B, AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF BELARRA SUBDIVISION, UNIT NO. 3, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 18, 1978, AS DOCUMENT NO. 25373. TAX MAP REFERENCE: 1320-31-513-008

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 \$160,000.00 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.

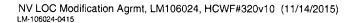
The Borrower agrees to pay or reimburse the Lender for any and all fees payable to public officials in connection with this Agreement, and the recording thereof, including any mortgage registry tax that may be due.

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 P. AGRESTI	- Borrower
Cheryl & Agresti CHERYL & JAGRESTI	· - Borrower
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Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801 Loan Originator's Name: JOHN KEVIN RONEY	
NMLSR ID: 1670594 Wells Fargo Bank, N.A. By:	
Acknowledgments on Following Pages	1

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Minnesota	_)
COUNTY OF Dakota) ss. _)
On this 25th day of June and for said county personally appeared	, 20 19, before me, a NOTARY PUBLE C ir Lacey Ann Johnson , to me personally known, who
being by me duly (sworn or affirmed) did say that Wells Fargo Bank, N.A. of said asso	that person is VICE PRESIDENT LOAN DOCUMENTATION ciation, that (the seal affixed to said instrument is the seal of
said or no seal has been procured by said) associa	ation and that said instrument was signed and sealed on behalf directors and the said <u>VICE PRESIDENT LOAN DOCUMENTATION</u> acknowledged the execution of said instrument to be the
voluntary act and deed of said association by it vol	untarily executed.
Notary Public Diana Vang-Her	State of Minnesota

My commission expires: 01/31/2023



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 _ DAVID P. AGRESTI CHERYL A. AGRESTI (name(s) of person(s)).

(Seal, if any)

JENNIE JACKSON NOTARY PUBLIC STATE OF NEVADA Commission Expires: 03-18-2021 Certificate No: 13-9904-5

(Title and rank (optional)

grature of notarial officer)



Wells Fargo Bank, N.A.

Account#: XXX-XXX-XXX7714-1998

Reference #: 20191210009344

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.

Signature of person making affirmation