

APN# 003-132-07

Prepared By:
Wells Fargo Bank, N.A.
GRACIE RAMIREZ
DOCUMENT PREPARATION
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PHOENIX, ARIZONA 85029
866-537-8489



When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120

State of Nevada {Space Above This Line For Recording Data}
Account number: 651-651-6672795-1998 Reference number: 20072357500318

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

17026172

This Modification Agreement (this "Agreement") is made this 10TH DAY OF SEPTEMBER, 2007, between Wells Fargo Bank, N.A. (the "Lender") and RICHARD K. PHILLIPS AND CHERYL E. PHILLIPS, HUSBAND AND WIFE, IN JOINT TENANCY AND TO THE SURVIVOR OF THEM (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 June 04, 2004, in the original maximum principal amount of \$ 69,000.00. 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 _____ at page(s) _____ of the County of LINCOLN County, State of Nevada as document No. 122564 (the "Security Instrument"), and covering real property located at 753 HOLT AVE, CALIENTE, NEVADA 89008 (the "Property") and described as follows:

SEE ATTACHED EXHIBIT A

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 \$120,000.00 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 final HUD Settlement Statement 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 the HUD Settlement Statement 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 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"), this Agreement does not modify, change or terminate the nature of the co-trustor/co-mortgagor's obligations in connection with the line of credit. The co-trustor/co-mortgagor 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 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's consent.

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

Richard K Phillips (Seal)
Borrower **RICHARD K PHILLIPS**





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Cheryl E Phillips

Borrower **CHERYL E PHILLIPS**

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Wells Fargo Bank, N.A.

By: ~~Lana~~ *Booth* *Emilia* *Phillips* (Seal)

Its: ~~Personal Banker / Rotary Public~~ *Business Specialist*

{ Acknowledgments on Following Pages }





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FOR NOTARIZATION OF LENDER PERSONNEL

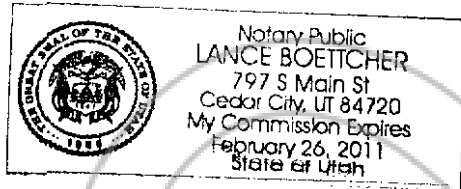
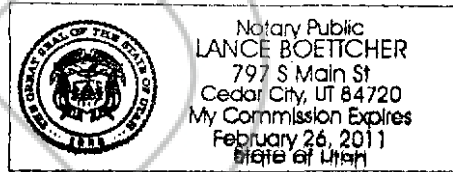
STATE OF Utah)
) ss.
COUNTY OF Fron)

On this 10 day of September, 2007, before me, a Notary Public in and for said county personally appeared Randall Phillips, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Business Specialist 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 Business Specialist acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

[Signature]
Notary Public

Utah
State of

My commission expires: 2/26/2011





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FOR NOTARIZATION OF BORROWERS

For An Individual Acting In His/Her Own Right:

State of ~~Nevada~~ Utah

County of FRON

This instrument was acknowledged before me on September 10th 2007 (date)
by Richard K Phillips + Cheryl E Phillips
(name(s) of person(s)).

(Seal, if any)



Notary Public
LANCE BOETCHER
797 S Main St
Cedar City, UT 84720
My Commission Expires
February 26, 2011
State of Utah

(Signature of notarial officer)

(Title and rank (optional))





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EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LINCOLN, STATE OF NEVADA, DESCRIBED AS FOLLOWS: ALL OF LOT SEVEN (7) BLOCK B OF THE JAMES H. GOTTFREDSON ADDITION TO THE CITY OF CALIENTE, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, STATE OF NEVADA ON AUGUST 9, 1963. PURSUANT TO NRS SECTION 111.312, THE ABOVE LEGAL DESCRIPTION IS THE SAME PROPERTY CONVEYED IN DEED RECORDED 5/26/1981 AS INSTRUMENT NO. 72341 IN BOOK 44 PAGE 285. APN: 003-132-07

Permanent Parcel Number: 003-132-07
RICHARD K. PHILLIPS AND CHERYL E. PHILLIPS

753 HOLT AVENUE, CALIENTE NV 89008
Loan Reference Number : 20072357500318
First American Order No: 13026173
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



PHILLIPS

13026173

NV

FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT

