DOC # 0134961

12/08/2009

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Official Record

Recording requested By FIRST AMERICAN TITLE

Lincoln County - NV Leslie Boucher - Recorder

Fee \$17.00 RPTT Page 1 of 4 Recorded By AE

Book- 252 Page- 0538



WHEN RECORDED, MAIL TO:

Goldenwest Credit Union
5025 S. Adams Ave.
Opden. Ut 84403
First American "Me
Attn. Order Central
2750 Chancelorsville Dt.
Tallahassee, FL 32312

(space above this line for recorder's use) LOAN MODIFICATION AGREEMENT

WHEREAS, on or about <u>July 9, 2008</u>, Samuel L. Moore AND Kendra Moore (hereinafter "Borrower") executed and delivered to Goldenwest Credit Union (hereinafter "Credit Union") a Trust Deed and Trust Deed Note, recorded as entry No.132260 in Book 243 Page 49, on the 9 day of <u>July</u> in the office of the <u>Lincoln</u> County Recorder. Said Trust Deed is secured by the property described below with a credit limit of \$ 40,000.

WHEREAS, the parties are desirous of increasing the credit limit from \$\\\
\begin{array}{c} 40,000 & to \$\\\
81,000 & NOW, THEREFORE, in exchange for the promises contained herein, the parties agree as follows:

- 1. The credit union shall increase the Borrower's limit from \$\frac{\$40,000}{\$1,000}\$ to \$\frac{\$81,000}{\$1,000}\$ The increase in the credit limit shall become effective on the \$\frac{13}{\$13}\$ day of \$\frac{\$13}{\$13}\$ NOVEMBER, \$\frac{13}{\$13}\$ day of \$\frac{13}{\$13}\$
- 2. Except as modified herein, all of the remaining terms and conditions set forth in the Trust Deed Note, or Guaranty and any other document used for the original loan shall remain unchanged and in full force and effect.
 - 3. The property securing this increase in credit limit is described as follows:

Real property in the City of Caliente, County of Lincoln, State of Nevada, described as follows: That portion of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 2, Township 3 South, Range 67 East, M.D.B.&M., Lincoln County, Nevada described as follows: Parcel 1, as shown upon Parcel Map for Land and Kristen Truman recorded May 5, 2003, in Plat Book B, Page 489, as File #120125.

APN: 01303048 and 002-132-09

PARCEL: APN: 01303048 and 002-132-09

Samuel L. Moore

Kendra Moore

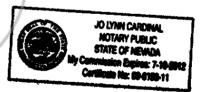
STATE OF Nevada

COUNTY OF Lincoln

SS.

On the day of horse, personally appeared before me Samuel L. Moore AND Kendra Moore the Borrower, who duly acknowledged to me that THEY executed the same.

NOTARY Signature and Seal



The undersigned hereby acknowledges and affirms to the below named notary public that (1) THEY appeared before such notary public, holds the position or title set forth above, and, on behalf of the above named corporation by proper authority, either executed the foregoing document before such notary public or acknowledged to such notary public that the undersigned executed the foregoing document, and that (2) the foregoing document was the act of such corporation for the purpose stated in it.

> BY: GOLDENWEST CREDIT UNION

BY: Chris Huber

STATE OF UTAH COUNTY OF Washington

The foregoing instrument was acknowledged before me this 10 day of 10. 2001, by Chris Huber, a Branch Manager of Goldenwest Credit Union, a corporation, on behalf of said corporation..

NOTARY Signature a

St. Guerge, UT Exp: 7/10011

NOTICE AND AGREEMENT WITH BORROWER

WHEREAS, Borrower(s) and Goldenwest Credit Union, hereinafter "Credit Union", have entered into a Modification Agreement whereby the amount of Borrower's Line of Credit has been increased; and

WHEREAS, the Credit Union and Borrower(s) agree that the increase in the line of credit will be a lien on the property in the same position as the original line of credit trust deed; and

WHEREAS, Borrower(s) have represented that there are no intervening liens, encumbrances or mortgages on the property; and

WHEREAS, in the event that there are intervening liens, encumbrances or mortgages on the property, the parties agree as follows:

The credit union is not obligated to complete the increase in the line of credit
in the event at recording there are intervening liens, encumbrances or
mortgages, all documents are null and void and the credit union has no
obligation to grant or complete the increase in Borrower(s) line of credit.

DATED this 10 day Nov., 2009

Samuel I Moore

Kendra Moore