

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Allied Bank, F.S.B..  
2227 Capricorn Way, Suite 100  
Santa Rosa, CA 95407

95050396

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 1 day of March, 1995, between Lloyd K. Sayre, Jr., An Unmarried Man ("Borrower") and Allied Bank, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 7, 1994 and recorded on September 30, 1994 as Instrument number 347410, at pages(s) 566, Book 994, of the Official Records of Douglas County, and (2) the Note bearing the same date as, and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

460 Barrett Drive Stateline, Ca 89449

the real property described being set forth as follows:

Lot 9, as shown on the amended map of Kingsbury Village No. 2, Filed in the office of the County Recorder of Douglas County, State of Nevada, on July 10, 1963, As document No. 22953, official records of Douglas County, Nevada.  
APN #11-152-09

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows: (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of March 1, 1995, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$137,156.77, consisting of the amount(s) loaned to the borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 9.375%, from March 1, 1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$1143.74, beginning on the First day of April 1, 1995, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in Full. If on October 1, 2024 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 2227 Capricorn Way, Suite 100, Santa Rosa, CA 95407 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not the natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:


(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

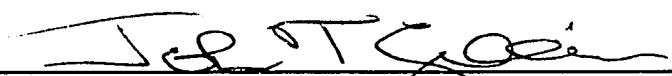
(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

**359726**

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

ALLIED BANK, F.S.B

  
Lloyd K. Sayre, Jr.

BY:   
John T. Gillien, Manager Loan Administration

3-2-95

[Space Below This Line For Acknowledgements]

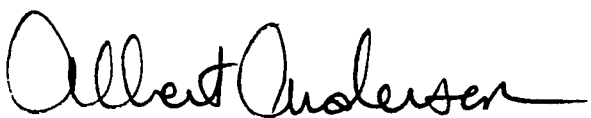
STATE OF CALIFORNIA  
COUNTY OF SONOMA

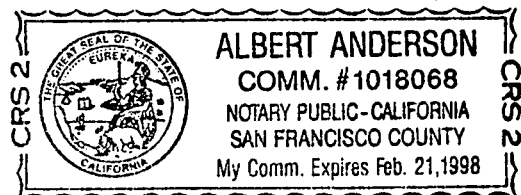
On MAR 7 1995 before me, Albert Anderson, personally appeared

John T. Gillien, Manager Loan Administration

personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.





359726  
BK0495PG1207

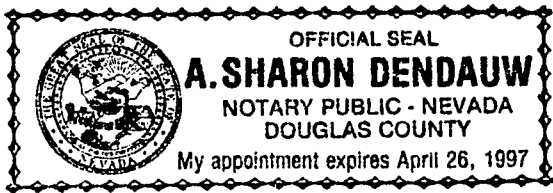
STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )

*Attachment:  
Loan Modification  
Agreement*

On this 3<sup>rd</sup> of March, 1995, before me, the undersigned Notary Public for the State of Nevada, personally appeared Lloyd R. Sawyer, Jr. proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached instrument and acknowledged that he executed the same.

IN WITNESS HEREOF, I certify that to the best of my knowledge, the foregoing information is true and correct and have hereunto set my hand this date at Stateline, Nevada.

SEAL



*A. Sharon Dendauw*

A. Sharon Dendauw

My Commission Expires: 4-26-97

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 APR 10 10:16

LINDA SLATER  
RECORDER  
\$ 9.00 PAID Bh DEPUTY

**359726**  
**BK0495PG1208**