

**THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.**

**STEWART TITLE OF DOUGLAS COUNTY**

WHEN RECORDED MAIL TO:  
Comstock Bank  
5200 Neil Road Suite 200  
Reno NV 89502

(Space Above Line for Recording Date)

LOAN MODIFICATION AGREEMENT  
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of November 1995, between Charles R. Sewell and Diane K. Sewell ("Borrower") and Comstock Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated December 28, 1994 and recorded in Book or Liber 1294 at page(s) 4516, of the County Records of Douglas, NV, 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 2440 Genoa Aspen Drive Genoa NV

the real property described being set forth as follows:

Lot 23, Block E, as set forth on the final map of Genoa Lakes, Phase I, planned unit development, filed in the office of the county recorder of Douglas County, Nevada on March 16, 1993, in Book 393, at Page 3260, as Document No. 302137, official records.  
A.P.B. 17-350-20

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 November 1, 1995 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$400,000.00, 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 7.125% (the "initial rate of interest"), from November 1, 1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,694.88 beginning on the 1st day of December, 1995, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2025 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower understands and agrees that the initial rate of interest may change on the first day of November, 1998, and on that day every 12th month thereafter on the "change date" as such term is defined in the Note and Security Instrument.

The Borrower will make such payment at 5200 Neil Road Suite 200, Reno, Nevada 89502 or at such other place as the Lender may require.

Before each Change Date, the Note Holder will calculate the Borrower's new interest rate by adding two and three quarters percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be Borrower's new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the maturity date at the Borrower's new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The Borrower understands the interest rate they are required to pay at the first Change Date will not be greater than 9.125% or less than 5.125%. The Borrower understands that their interest rate will never be greater than 13.125%.

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3. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitations, 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, including:
- (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.
4. 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.

Witness: \_\_\_\_\_

*Charles R. Sewell* (Seal)  
Charles R. Sewell Borrower

Witness: \_\_\_\_\_

*Diane K. Sewell* (Seal)  
Diane K. Sewell Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Lender: Comstock Bank

Witness: \_\_\_\_\_

By: *Anne Grindle*  
Anne Grindle

Witness: \_\_\_\_\_

Its: Loan Servicing Manager

\_\_\_\_\_  
(Space Below this Line for Acknowledgements)

STATE OF NEVADA  
COUNTY OF WASHOE

On this 1st day of November, 1995, before me, the undersigned, a Notary Public, personally appeared Anne Grindle known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



*Kathy Ann Smithson*  
Notary Public in and for the County of Washoe,  
State of Nevada

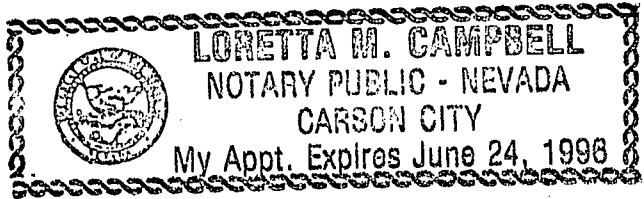
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**BK 1 1 95 PG 1 1 7 U**

STATE OF NEVADA

COUNTY OF ~~WASHOE~~ *Carson City*

On this 6<sup>th</sup> day of NOVEMBER, 1995, before me, the undersigned, a Notary Public, personally appeared Charles R. Diavelle known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



*Loretta M. Campbell*  
Notary Public in and for the County of ~~Washoe~~,  
State of Nevada *Carson City*

STATE OF NEVADA

COUNTY OF WASHOE

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the County of Washoe,  
State of Nevada

STATE OF NEVADA

COUNTY OF WASHOE

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the County of Washoe,  
State of Nevada

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

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LINDA SLATER  
RECORDER  
\$ 9.00 PAID *kg* DEPUTY

374400

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