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BK0529602135

✓ AFTER RECORDING RETURN TO:  
TEMPLE-INLAND MORTGAGE CORPORATION  
P.O. BOX 40  
AUSTIN, TEXAS 78767  
ATTN: Joyce Ragsdale  
0652042

381608

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

This Loan Modification Agreement ("Agreement"), made this 7<sup>th</sup> day of ~~January~~ <sup>February</sup>, 1996, between GREG W. JOHN and JANINE Y. JOHN ("Borrower") and FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Lender"), amends and supplements (1) Deed of Trust (the "Security Instrument"), dated December 16, 1993 and recorded in Book or Liber 1293, at page(s) 4596, 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 1382 Rancho Road, Gardnerville, Nevada 89410, the real property described being set forth as follows:

Lot 146, as shown on the Map of Gardnerville Ranchos Unit No. 7, filed for record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as File No. 72456

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 ~~January 1, 1996~~, 1996, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") ~~is \$13,897.77~~ 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 7.875%, from March 01, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. \$663.41, beginning on the first day of April 1996, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 01, 2024 (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 will make such payments at Temple-Inland Mortgage Corporation, P.O. Box 40, Austin, Texas 78767 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 Property is sold or transferred and the Borrower is not a 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 further 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 the 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.

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5. 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.

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
BY: TEMPLE-INLAND MORTGAGE CORPORATION  
ITS ATTORNEY-IN-FACT

F. Michael Mauldin  
F. MICHAEL MAULDIN  
SENIOR VICE PRESIDENT

Greg W. John (Seal)  
Greg W. John

Janine Y. John (Seal)  
Janine Y. John

[Space Below This Line For Acknowledgments]

STATE OF Nevada §§

COUNTY OF Douglas §§

BEFORE ME, the undersigned authority, on this day personally appeared, Greg W. John, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of February, 1996.



Mary K Wheeler  
Notary Public, State of Nevada  
Printed Name: MARY KWHEELER  
My commission expires: JAN 31, 1999

STATE OF Nevada §§

COUNTY OF Douglas §§

BEFORE ME, the undersigned authority, on this day personally appeared, Janine Y. John, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17<sup>th</sup> day of February, 1996.



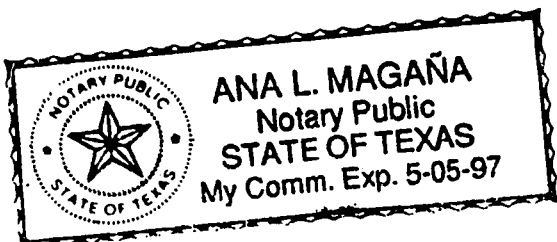
Mary K Wheeler  
Notary Public, State of Nevada  
Printed Name: MARY KWHEELER  
My commission expires: JAN 31, 1999

STATE OF TEXAS §§

COUNTY OF TRAVIS §§

BEFORE ME, the undersigned authority, on this day personally appeared, F. MICHAEL MAULDIN, Senior Vice President of Temple-Inland Mortgage Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12<sup>th</sup> day of February, 1996.



Ana L. Magaña  
Notary Public, State of Texas

COPY

REQUESTED BY  
*Temple Island Mortgage*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

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LINDA SLATER  
RECORDER  
*900*  
PAID *to* DEPUTY