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Signature AFTER RECORDING MAIL TO:  
TEMPLE-INLAND MORTGAGE CORPORATION  
PO BOX 40  
AUSTIN, TX 78767  
ATTN.: Jim Cowsert

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#0799979/ Rod T. Moore  
Deborah A. Moore

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

This Loan Modification Agreement ("Agreement"), made this 18th day of October, 1997, between **ROD T. MOORE AND DEBORAH A. MOORE** ("Borrowers") and **FEDERAL NATIONAL MORTGAGE ASSOCIATION** by **TEMPLE-INLAND MORTGAGE CORPORATION**, its attorney-in-fact, amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated August 23, 1995 and recorded in Book 895 at pages 4757 Document No. 369310 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 1349 A El Dorado Drive, Gardnerville, NV 89410 the real property described being set forth as follows:

**UNIT NO. 26, OF EL DORADO VILLAGE UNIT NO. 1, AS SHOWN ON THE OFFICIAL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON DECEMBER 14, 1973 AS DOCUMENT NO. 70678**

**ASSESSOR'S PARCEL NUMBER 25-420-26**

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 October 1, 1997 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is US \$77,833.65 consisting of the amount(s) loaned to the Borrowers by the Lender.
2. The Borrowers promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of eight and one half (8.5%) percent, from October 1, 1997, and Borrowers promise to pay in monthly payments of principal and interest, the amount of \$598.47 beginning on the first day of November, 1997 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2027(the "Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, the Borrower shall pay these amounts in full on the Maturity Date.

The Borrowers will make such payments at Temple-Inland Mortgage Corporation, P. O. Box 200400, Dallas, Texas 75320-0400 or at such other place as the Lender may require.

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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 Borrowers 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 Borrowers 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 Borrowers must pay all sums secured by this Security Instrument. If the Borrowers fail 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 Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrowers' covenants and agreements to make all payment 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.

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.

By Renee Beardsley  
Renee Beardsley  
Assistant Vice-President

BORROWERS

Rod T. Moore  
ROD T. MOORE  
Deborah A. Moore  
DEBORAH A. MOORE

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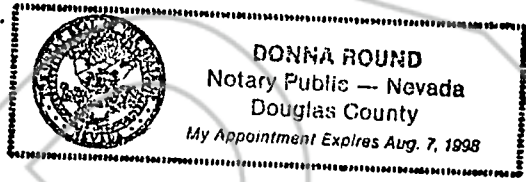
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STATE OF NEVADA }  
COUNTY OF Douglas } s.s.

On Oct 29, 1997, before me, DONNA ROUND, a Notary Public in and for said County and State, personally **ROD T. MOORE AND DEBORAH A. MOORE** 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

Signature *[Handwritten Signature]*



STATE OF TEXAS }  
COUNTY OF TRAVIS } s.s.

On Oct. 31, 1997, before me, MARK GOMEZ, a Notary Public in and for said County and State, personally appeared **Renee Beardsley, Assistant Vice President** 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

Signature *[Handwritten Signature]*

SEAL

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER.  
\$ 9.00 PAID Ka DEPUTY