

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 EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

FIRST AMERICAN TITLE CO.

When recorded return to:
First Nationwide Mortgage Corporation
P.O. Box 9481 Dept. #0256
Gaithersburg, MD 20898-9481

FHLMC# 613346157
FNMC# 577-0379610

21997

BALLOON LOAN MODIFICATION

**(Pursuant to the Terms of the Balloon
Note Addendum and Balloon Rider)**

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE
ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made this 1st day of November 1997, between Marc Sapoznik, Paul Sapoznik, Judy Sapoznik (Borrower") and First Nationwide Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt (the "Security Instrument"), dated October 8, 1992, securing the original principal sum of U.S. \$64,350.00, and recorded as Instrument No. 291012, Book 1092 Page 2980, of the Official Deed of Trust Records of Douglas County, Nevada; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 769B Tina Court, Stateline, NV 89449, the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

To evidence the election by the Borrower of the Conditional Right to Refinance/Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of November 1, 1997, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$60,403.16.
3. 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 a yearly rate of 8.125%, beginning November 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$471.21, beginning December 1, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2022 (the "Modified Maturity Date"), the Borrower still owes amounts under the note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at 5280 Corporate Drive, Frederick, MD 21703 or at such other place as the Lender may require.

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4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

11-20-97
Date

Marc Sapoznik
Marc Sapoznik

(Seal)
Borrower

11-20-97
Date

Paul Sapoznik
Paul Sapoznik

(Seal)
Borrower

11/20/97
Date

Judy Sapoznik
Judy Sapoznik

(Seal)
Borrower

11/28/97
Date

Kathy
Vice President
First Nationwide Mortgage Corporation
Kathy Boyle

(Seal)

____ [Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction] ____

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

PARCEL B, of Lot 553, as shown on that certain Condominium Map for WALTER E. REISS, M.D. Recorded October 13, 1980, in Book 1080, Page 1184, as Document No. 49654, Official Records.

Being a resubdivision of Lot 553, as shown on the Map of Summit Village, filed in the office of the recorder of Douglas County, Nevada on January 13, 1969, as Document No. 43419 and Second Amended Map, filed for record December 24, 1969, as Document No. 46671, Official Records of Douglas County, Nevada.

PARCEL 2:

An undivided 1/8th interest in and to the common area of Lot 553, as set forth on that certain Condominium Map for WALTER E. REISS, M.D., Recorded October 15, 1980, in Book 1080, Page 1184, as Document No. 49654, official Records.

A.P.N. 11-370-02

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

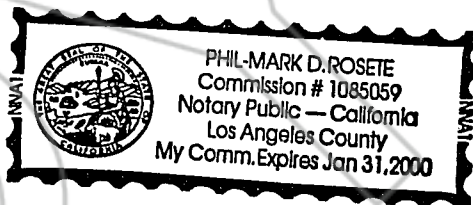
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On NOVEMBER 20, 1997 before me, PHIL-MARK ROSETE, N.P., a Notary Public in and for said County and State, personally appeared JUDY ANN SAPOZNIK, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/~~are~~ subscribed to this 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:

Notary Signature *Phil-Mark Rosete*
PHIL-MARK ROSETE
Name (typed or printed)

My Commission expires: JANUARY 31, 2000



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

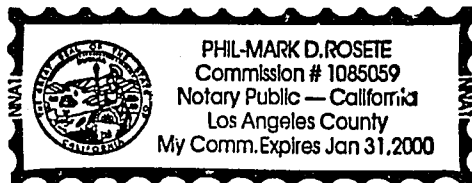
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On NOVEMBER 20, 1997 before me, PHIL-MARK ROSETE, a Notary Public in and for said County and State, personally appeared PAUL SAPOZNIK, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/~~are~~ subscribed to this 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:

Notary Signature *Phil-Mark Rosete*
PHIL-MARK ROSETE
Name (typed or printed)

My Commission expires: JANUARY 31, 2000



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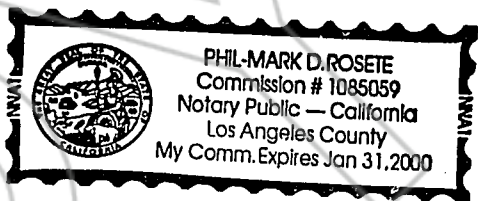
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On NOVEMBER 20, 1997 before me, PHIL-MARK ROSETE, a Notary Public in and for said County and State, personally appeared MARC S. SAPOZNIK, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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:

Notary Signature *Phil Mark Rosete*
PHIL-MARK ROSETE
Name (typed or printed)



My Commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, a Notary Public in and for said County and State, personally appeared _____, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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:

Notary Signature _____

Name (typed or printed)

My Commission expires: _____

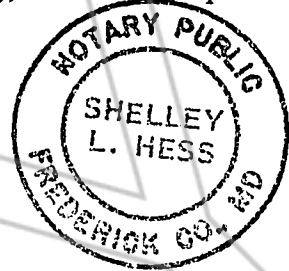
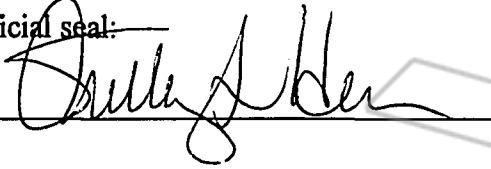
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STATE OF MARYLAND
COUNTY OF FREDERICK

On 11/28/97 before me, **Shelley L. Hess**, a Notary Public in and for said County and State, personally appeared **Kathy Fogle**, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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:

Notary Signature _____



Shelley L. Hess
Name (typed or printed)

Expires March 1, 2001

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FIRST AMERICAN TITLE CO.

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 JAN 20 P3:39

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LINDA SLATER
RECORDER
\$12.00 PAID *KS* DEPUTY