

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

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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 MAIL TO:

COUNTRYWIDE FUNDING
400 COUNTRYWIDE WAY
SIMI VALLEY, CA 93065

ATTN: ROSE LIEBAN

TITLE OR: 98782-KFF

LOAN OR: 8688524

THIS SPACE FOR RECORDER'S USE ONLY

BALLOON LOAN MODIFICATION



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

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INV. ACCT# 755573528

CHL# 8688524

When recorded please return to:

Countrywide Home Loans, Inc.

400 Countrywide Way

Simi Valley, CA 93065

Mail Stop SV-83

Attn: Greg Schiermeyer

Prepared: December 1, 1998

98482

(Space Above This Line for Recording Data)

BALLOON LOAN MODIFICATION

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

TWO ORIGINAL BALLOON LOAN MODIFICATIONS

MUST BE EXECUTED BY THE BORROWER:

**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"), entered into effective as of January 1, 1999, between ROBERT ARNOLD DAVIS JR. and ANDREA HOPE DAVIS ("Borrower") and Countrywide Home Loans, Inc., formerly known as Countrywide Funding Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 22, 1993, securing the original principal sum of U.S. \$203,150.00, and recorded as BOOK 194, PAGE 374 on JANUARY 4, 1994, of the Official Records, in the County of DOUGLAS, State of 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 374 MACKAY COURT, STATELINE, NEVADA 89449, the real property described being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION

To evidence the election by the Borrower of the Conditional Right to Refinance 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 of the Property.
2. As of January 1, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$189,311.14.
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 the yearly rate of 7.0000%, beginning January 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,338.01, beginning on the 1st day of February 1, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2024 (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 Post Office Box 10219, Van Nuys, CA 91410-0219, 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 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, 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.

Robert Arnold Davis Jr.
ROBERT ARNOLD DAVIS JR.

Andrea Hope Davis
ANDREA HOPE DAVIS

STATE OF *California*

COUNTY OF *Riverside*

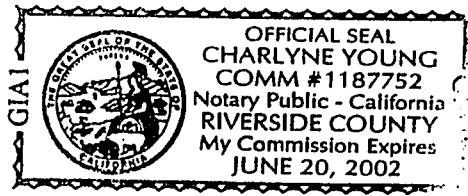
On this *10* day of *December*, 19*98*, before me appeared

Robert Arnold Davis Jr. & Andrea Hope Davis

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.
Charlyne Young
Notary Public

My commission expires: *JUNE 20 - 2002*



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Countrywide Home Loans, Inc.

Vince Gangi

Vince Gangi, Senior Vice President

STATE OF CALIFORNIA
COUNTY OF VENTURA

On this 14th day of Dec, 1998, before me appeared Vince Gangi, Senior Vice President of Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: Sept-14-2001

Greg Schiermeyer
Notary Public



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INV. ACCT# 755573528
CHL# 8688524

LEGAL DESCRIPTION

**LOT 21, IN BLOCK B, AS SHOWN ON THE PLAT OF CHIMNEY ROCK ESTATES,
RECORDED DECEMBER 9, 1979, IN BOOK 1279 OF OFFICIAL RECORDS, AT PAGE 299, DOUGLAS
COUNTY, NEVADA, ON 39359, AS DOCUMENT NO. 39359.**

COPY

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COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 FEB -8 P3:20

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LINDA SLATER
RECORDER
\$12⁰⁰ PAID *K2* DEPUTY