

AFTER RECORDING MAIL TO:
TEMPLE-INLAND MORTGAGE CORP.
PO BOX 40
AUSTIN, TX 78767
ATTN.: Ernest Escamilla

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178184-F

#1012665/Castro

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **23rd day of February, 1999**, between **Anthony G. Castro and Nelida E. Castro** ("Borrowers") and **FNMA BY TEMPLE INLAND MORTGAGE CORPORATION, IT'S ATTORNEY IN FACT** (Lender) amends and supplements (1) the Deed of Trust (the "Security Instrument"), dated **September 14, 1995** and recorded **September 21, 1995** as **Instrument 370944** of the Official Records of Douglas County, Nevada 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 **1779 Birch Court, Minden, Nevada 89423**, the real property described being set forth as follows:

Unit 201, as shown on the official plat of Winhaven, Unit no. 5, filed for record in the Office of the County Recorder of Douglas County, Nevada on February 10, 1994 in Book 294 of Official Records at Page 1845, as document No. 329790.

**THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY
WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC.
FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE.**

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 **February 23, 1999**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **US \$120,292.43** consisting of the amount(s) loaned to the Borrowers by the Lender.
2. The Borrowers promise 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 **8.50%**, from **March 1, 1999**. The Borrowers promise to pay monthly payments of principal and interest in the amount of **\$951.49** beginning on the **first day of April 1999** 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, 2025** (the "Maturity Date"), the Borrowers still owe amounts under the Note and the Security Instrument, the Borrowers shall pay these amounts in full on the Maturity Date.

The Borrowers will make such payments at **Temple-Inland Mortgage Corporation, PO Box 78833, Phoenix, AZ 85062-8833** 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 of the Borrower is sold or transferred and the Borrower is not a natural

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person) without the Lender's prior written consent, the Lender may, as it's 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 other 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.
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 Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this Agreement.

FNMA by:

Temple-Inland Mortgage Corporation, It's
Attorney in Fact

By Bettie N. Lawson
Bettie N. Lawson
Assistant Vice President

BORROWERS:

Anthony G. Castro
Anthony G. Castro
Nelida E. Castro
Nelida E. Castro

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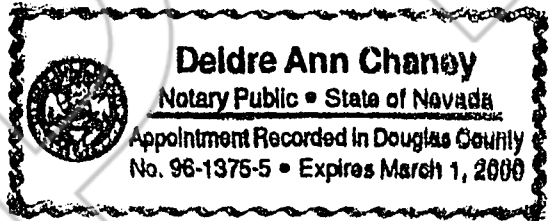
(Space Below This Line For Acknowledgment)

STATE OF NEVADA }
COUNTY OF DOUGLAS }ss.

On March 3, 1999, before me, Deidre A Chaney, a Notary Public in and for said County and State, personally appeared ANTHONY G. CASTRO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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

Signature Deidre A Chaney

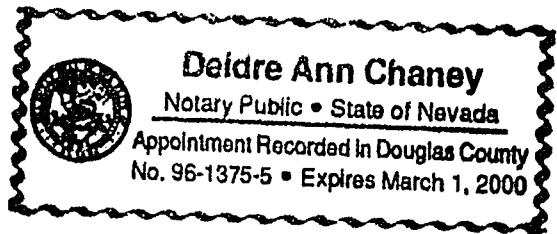


STATE OF NEVADA }
COUNTY OF DOUGLAS }ss.

On March 3, 1999, before me, Deidre A Chaney, a Notary Public in and for said County and State, personally appeared NELIDA E. CASTRO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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

Signature Deidre A Chaney



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STATE OF TEXAS §
COUNTY OF TRAVIS §

On March 25, 1999, before me, Amy L. Sewell, a Notary Public in and for said County and State, personally appeared **BETTIE N. LAWSON, ASSISTANT VICE PRESIDENT** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her 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

Signature *Amy L. Sewell*



REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$10⁰⁰ PAID *KS* DEPUTY