

98071411

WHEN RECORDED MAIL TO:

Comstock Bank

P.O. Box 7610

Reno NV 89510-7610

(Space Above Line for Recording Date)

LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of APRIL 1999, between DYKE R. VARBLE AND CYNTHIA D. VARBLE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP ("Borrower") and Comstock Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated SEPTEMBER 23, 1998 and recorded SEPTEMBER 25, 1998 in Book or Liber 0998 at page(s) 5477, Instrument No. 0450361 of the County Records of DOUGLAS, 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 1644 ZALDIA DRIVE MINDEN, NV 89423

the real property described being set forth as follows: LOT 4, IN BLOCK A, AS SET FORTH ON THE FINAL MAP OF MACKLAND UNIT NO. 2 "PHASE B" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 25, 1989 IN BOOK 989 AT PAGE 3256, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 211622.

NEW APN 1320-31-516-001 OLD APN 25-454-15

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 APRIL 20, 1999 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$239,900.00, 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 7.250% (the "initial rate of interest"), from MAY 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,636.55 beginning on the 1st day of JUNE, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2029 (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 payment at 6275 Neil Road Reno, Nevada 89511, P.O. Box 7610 Reno, NV 89510-7610 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 Borrower 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 the 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 the 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 the 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 limitations, 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.

0466572

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.

Witness: \_\_\_\_\_

Dyke R. Varble (Seal)  
DYKE R. VARBLE

Witness: \_\_\_\_\_

Cynthia D. Varble (Seal)  
CYNTHIA D. VARBLE

Lender: Comstock Bank

Witness: \_\_\_\_\_

By: Anne Grindle  
Anne Grindle

Witness: \_\_\_\_\_

Its: Loan Service Manager

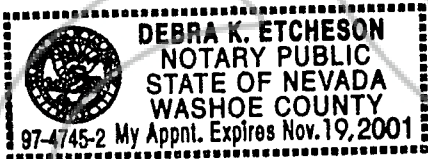
\_\_\_\_\_  
(Space Below this Line for Acknowledgements)

STATE OF NEVADA

COUNTY OF WASHOE

On this 20th day of April, 1999, before me, the undersigned, a Notary Public, personally appeared Anne Grindle known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Debra K. Etcheson

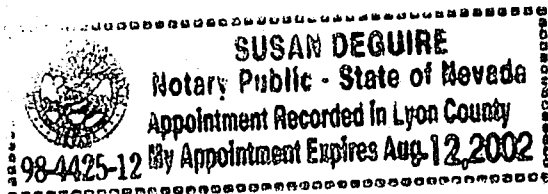
Notary Public in and for the County of Washoe,  
State of Nevada

STATE OF NEVADA

COUNTY OF Carson

On this 23rd day of April, 1999, before me, the undersigned, a Notary Public, personally appeared DYKE R. VARBLE AND CYNTHIA D. VARBLE known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Susan Dequire

Notary Public in and for the County of Lyon,  
State of Nevada

0466572

COPY

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'99 APR 26 P3:24

0466572  
BK0499PG5318

LINDA SLATER  
RECORDER  
\$ 9.00 PAID KS DEPUTY