

AFTER RECORDING RETURN TO:
FT Mortgage Companies dba Sunbelt
National Mortgage
14643 Dallas Parkway, Suite 870 LB
11
Dallas, TX 75240

99080722
99081757

Loan Number: 0142977198

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 18th day of August, 1999, between Leon David Daniel and Madora L. Daniel, husband and wife as joint tenants

("Borrower")

and FT Mortgage Companies dba Sunbelt National Mortgage ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 23, 1999 and recorded in Book 499, Page 5373, of the

Official
[Name of Records]

Records of

Douglas, Nevada
[County and State, or other Jurisdiction]

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 2502 East Valley Road, Minden, NV 89423

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

INITIALS LD INITIALS MD INITIALS _____ INITIALS _____
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(FNMA Modified Form 3179 2/88)



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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 August 18, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 221,200.00, 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 7.875%, from August 18, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,603.85, beginning on the 1st day of October, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 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 payments at P.O. Box 613136, Memphis, TN 38101

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 this 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 this 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 this 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 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, the following terms and provisions are forever canceled, null and void, as of the date in

(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 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 partly 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.

INITIALS [Signature] INITIALS [Signature] INITIALS _____ INITIALS _____
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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.

Cindy B (Seal)
FT Mortgage Companies dba Sunbelt National -Lender
Mortgage

By: CINDY BRONN A.V.P.

Leon David Daniel (Seal)
Leon David Daniel -Borrower

Madona L. Daniel (Seal)
Madona L. Daniel -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ [See Attached Acknowledgments] _____

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INDIVIDUAL ACKNOWLEDGMENT

State of NEVADA §
County of Douglas §

This instrument was acknowledged before me on Leon David Daniel and Madora L. Daniel

August 24, 1999

[date], by

[name(s) of person(s)].

Lori Mae Silva

Lori Mae Silva

Title

My Commission Expires: 4/28/2001

(Seal)



Individual Acknowledgment (Nevada)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 - Fax (972) 392-2891

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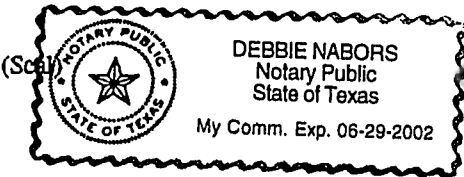
CORPORATE ACKNOWLEDGMENT

State of Texas §

§

County of Dallas §

The foregoing instrument was acknowledged before me on August 19, 1999 [date],
by Cindy Brown, Assistant Vice President
[name of officer or agent, title of officer or agent] of FT Mortgage Companies dba Sunbelt
National Mortgage [name of corporation acknowledging],
Kansas [state or place of incorporation], on behalf of the corporation.



Debbie Nabors

Notary Public, State of

My Commission Expires:

Corporate Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891

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06401MU, CS 08/98 Rev. 02/99

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EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Northeast 1/4 of Section 3, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada and more particularly described as follows:

All that portion of Parcel A as shown on the Parcel Map for Steve Shaffer filed for record August 29, 1977 in Book 877 at Page 1783 as Document Number 12401, Official Records of Douglas County, Nevada, described as follows:

Commencing at the southwest corner of said Parcel A which point is the TRUE POINT OF BEGINNING; thence along the West line of said Parcel A North 00°24'00" East a distance of 150.19 feet; thence leaving said West line South 89°45'13" East a distance of 330.74 feet to a point on the East line of said Parcel A, which line is also the centerline of East Valley Road; thence along said East line South 00°33'00" West a distance of 150.74 feet to the Southeast corner of said Parcel A; thence along the South line of said Parcel A North 89°39'29" West a distance of 330.35 feet to the TRUE POINT OF BEGINNING.

Said land is also shown as Adjusted Parcel A on that certain Record of Survey to support a Boundary Line Adjustment for Steve L. and Janae Z. Shaffer recorded May 15, 1997 in Book 597 Page 2653 as Document No. 412644, Official Records of Douglas County, Nevada.

Assessors Parcel No. 23-500-30

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

1999 AUG 31 AM 11: 14

LINDA SLATER
RECORDER

\$ 1200 PAID *[Signature]* DEPUTY

STEWART TITLE
Guaranty Company

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