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Instrument prepared by Jonathan Grobert  
After recording return to:  
✓ Mellon Mortgage  
1775 Sherman St., Suite 2300  
Denver, CO 80203

**LOAN MODIFICATION AGREEMENT**  
**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATED ORIGINALS**  
**ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND**  
**ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE**  
**THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement ("Modification") effective the 11th day of June 1999, between Troy D. Wilson, Jr. and Audrey A. Wilson, husband and wife ("Borrower") and Mellon Mortgage Corporation, (Lender) amends and supplements (1) the Note (the "Note") made by the Borrower, dated July 11, 1994 in the principal sum of U.S. \$123,773.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 12, 1994, in Book 794, page 1575; and subsequently assigned by assignment dated April 10, 1995 and recorded on April 10, 1995, in Book 495, page 1221, in the Clerk's Office of the Circuit Court of the County of Douglas, State of Nevada. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 1360 Victoria Drive, Gardnerville, Nevada 89410, the real property being described as follows:

Lot 347, as shown on the map of Gardnerville Ranchos Unit No. 7, filed for record in the Office of County Recorder of Douglas County, Nevada, on March 27, 1974, as Document No. 72456.

The borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$4,959.51 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of June 1, 1999, the amount, including such amounts which have been added to the indebtedness (if any) payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$117,951.33.
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 7.125%, beginning June 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$828.07, beginning on the 1st day of July 1999, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on June 1, 2029 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the

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Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 1775 Sherman St., Suite 2300, Denver, CO 80203 or at such other place as the Lender may require.

4. Except as otherwise modified herein, 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.

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. 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 borrower, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument]

Mellon Mortgage (Seal)  
Lender

Troy D. Wilson, Jr. (Seal)  
Troy D. Wilson, Jr.

By Connie K. Lambert  
Assistant Vice President  
Connie K Lambert

Audrey A. Wilson (Seal)  
Audrey A. Wilson

Space Below This Line For Acknowledgments

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State of: Nevada  
County of: Douglas

I hereby certify that on the day, before me, an officer duly authorized in the state aforesaid and in county aforesaid to take acknowledgments, personally appeared Troy D. Wilson, Jr. to me know to be the person described in and who executed the foregoing instrument and acknowledged before me that Borrower 1 executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 22<sup>nd</sup> day of June, 1999.

My Commission Expires 9-12-2001



Teresa Jo Ortega  
Notary Public  
Teresa Jo Ortega  
Name (Typed or Printed)

State of: Nevada  
County of: Douglas

I hereby certify that on the day, before me, an officer duly authorized in the state aforesaid and in county aforesaid to take acknowledgments, personally appeared Audrey A. Wilson to me know to be the person described in and who executed the foregoing instrument and acknowledged before me that Borrower 1 executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 22<sup>nd</sup> day of June, 1999.

My Commission Expires 9-12-2001



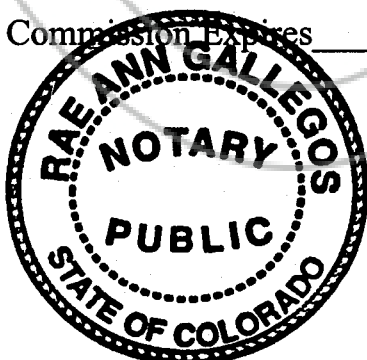
Teresa Jo Ortega  
Notary Public  
Teresa Jo Ortega  
Name (Typed or Printed)

State of Colorado  
County of Denver

I hereby certify that on the day, before me, an officer duly authorized in the state aforesaid and in county aforesaid to take acknowledgments, personally appeared Connie Samlett to me know to be the person described in and who executed the foregoing instrument and acknowledged before me that \_\_\_\_\_ executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 9 day of June, 1999.

My Commission Expires \_\_\_\_\_



My Commission Expires  
July 21, 2001

Rae Ann Gallegos  
Notary Public

\_\_\_\_\_  
Name (Typed or Printed)

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COPY

REQUESTED BY  
*Chase Manhattan mtg*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAR 15 PM 2: 19

LINDA SLATER  
RECORDER

\$10<sup>00</sup> PAID *K2* DEPUTY

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