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sufficiency of said instrument or for the effect of such recording on the title of  
the property involved.

82936-B (Space Above This Line For Recording Data)

PNC #:0092863859

PREPARED BY: \_\_\_\_\_

Mary Notter

PNC Mortgage Corp of America

75 N. Fairway Drive

Vernon Hills, IL 60061

After Recording,

RETURN TO:

SAFETRANS

10126 Crosstown Circle, Suite 380

Eden Prairie, MN 55344 197586

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate/Capitalization)

This Loan Modification Agreement ("Agreement"), made this 10th day of March, 2000 between Aldo Sella Jr. a married man as his sole and separate property. ("Borrower") PNC Mortgage Corp of America ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 12, 1993 and recorded as instrument #300529 Book 293 Page 4458 of the official Records, of the County of Douglas, State of Nevada and (2) the Note bearing the same date as, and secured by the Security Instrument and defined therein as the "Property", located at: 1320 Patricia Drive, Gardnerville, NV 89410 real property described being set forth as follows:

LOT 439, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7  
FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS  
COUNTY, NEVADA, ON MARCH 27, 1974, IN BOOK 374, PAGE 676, AS FILE NO. 72456.

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 **03/01/2000**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is US **\$76,896.44** consisting of the amount(s) loaned to the Borrower by the Lender and any interest and or expenses capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **8.00%** from **03/01/2000**. The Borrower promises to make monthly payments of principal and interest of US **\$610.14** beginning on the **1st day of April, 2000**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **March 1, 2023** (the "Maturity Date"), the Borrower still owes amounts under the Note and 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 address given on the monthly billing/coupon and/or at such 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.

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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 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 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

PNC Mortgage Corp of America

[Signature]  
Thomas Michelson Lender  
Assistant Vice President

[Signature]  
Aldo Sella Jr. (Borrower)

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STATE OF Nevada COUNTY SS: Washoe

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ALDO SELLA JR., KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 16 DAY OF Mar 2000  
CARSON VALLEY #626  
(775) 782-7118 FAX 782-2148  
MAC# S4634-011 (SEAL) COID 825  
DIANE JACKSON #N3339  
[Signature] NOTARY PUBLIC

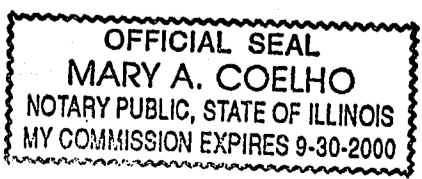
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STATE OF ILLINOIS COUNTY OF LAKE

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED THOMAS MICHELSON, ASSISTANT VICE PRESIDENT, PNC MORTGAGE CORP OF AMERICA KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 21st DAY OF March  
(SEAL) [Signature] NOTARY PUBLIC

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COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 APR 12 PM 12: 35

LINDA SLATER  
RECORDER

\$ <sup>9.00</sup> PAID *KD* DEPUTY

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