

AFTER RECORDING RETURN TO:

Chase Manhattan Mortgage Corp.  
500 North Rainbow Blvd.-Suite 212  
Las Vegas, Nevada 89107

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY  
and without liability for the consideration therefor; or as to the validity or  
sufficiency of said instrument or for the effect of such recording on the title of  
the property involved.

~~Chase Manhattan Mortgage Corporation  
2000 S. Colorado Blvd. 12th Floor  
Denver, CO 80222  
Construction Department~~

**MODIFICATION AGREEMENT**

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**THIS AGREEMENT** (the "Agreement") is made as of the <sup>07</sup>~~20~~th day of July 2000  
by the undersigned ("Borrower"), with an address at  
1563 HIGH POINT, MINDEN, NV 89423  
and Chase Manhattan Mortgage Corporation ("Lender"), with an address at  
3415 VISION DRIVE  
COLUMBUS OH 43219

This instrument modifies the terms of (i) either a Fixed Rate Note or an Adjustable Rate Note (the "Note"), as  
modified by a Construction Addendum to Fixed Rate or Adjustable Rate Note (the "Addendum to Note") both  
executed on. ~~XXXXXXXX~~ 10/06/99

, by Borrower in favor of Lender, and (ii) the Mortgage, Deed of Trust, Trust  
Deed, Deed to Secure Debt, Security Deed or similar instrument (the "Security Instrument") as modified by an  
Adjustable Rate Rider (if applicable) and a Construction Addendum to the Security Instrument (the "Construction  
Addendum") all executed on the same date as the Note, by Borrower in favor of Lender and recorded in Official  
Records Book or Liber 1099 , at Page 1062 , of the Public/Land Records of  
DOUGLAS County (or Town/City), DOUGLAS . All terms defined in the Security  
Instrument shall have the same definitions when used in this Agreement.

**1. LOAN AMOUNT**

XX IF CHECKED, the outstanding principal balance remains unchanged.

       IF CHECKED, the outstanding principal balance on the loan as of the date of this Agreement is  
hereby reduced to \$ \_\_\_\_\_ based on a principal curtailment made by Borrower. The  
monthly payment of principal and interest will be \$ \_\_\_\_\_

**2. MATURITY**

       IF CHECKED, the first monthly payment date of the permanent loan phase and the maturity date of  
the Note and Security Instrument remain unchanged.

XX IF CHECKED, Borrower's first monthly payment of principal and interest under the permanent loan  
phase will be due on 09/01/00 and the first Change Date (if  
applicable) will be 08/10 . The maturity date of the Note and Security  
Instrument is hereby changed to 08/01/30 , at which time the entire  
unpaid principal balance and all unpaid accrued interest shall be due and payable. All references in the Note and  
Security Instrument to the above dates are hereby modified to refer to such dates.

**3. INTEREST RATE AND TERM**

XX IF CHECKED, the interest rate payable under the Note remains unchanged.

       IF CHECKED, the terms and provisions of the Note are amended and modified as indicated in the  
New Loan Terms below. This Agreement shall render forever null and void and of no further force or effect any  
Rider to the Note providing for, implementing, or relating to, any change or adjustment in the rate of interest  
payable under the Note.

       IF CHECKED, the terms and provisions of the Adjustable Rate Note are amended and modified in  
as indicated in the New Loan Terms below. The interest rate will remain fixed for the term of the loan and any

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references to changes in the interest rate are null and void. This Agreement shall render forever null and void and of no further force or effect any provision in the Adjustable Rate Note, the Security Instrument and any rider or addendum to the Note and Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, and any prepayment penalty and conversion option (if applicable).

NEW LOAN TERMS

FIXED RATE

Interest Rate \_\_\_\_\_ %

Term \_\_\_\_\_ years

Monthly Payment:  
\$ \_\_\_\_\_

ADJUSTABLE RATE

Initial Interest Rate 7.750 %

Term 30 years

Initial Monthly Payment:  
\$ 465.67

Margin: 2.7500

Interest Rate at First Change Date will  
NOT be GREATER than 10.75 %  
or LESS than 4.75 %

Interest Rate during life of loan will  
NEVER be GREATER than 12.7500 %  
or LESS than the margin

4. CONSTRUCTION PHASE TERMINATED. The Addendum to Note, Construction Addendum and Construction Loan Agreement are hereby terminated and from and after the date hereof shall be forever null and void and of no further force or effect. The loan shall hereafter be evidenced by the Note as modified by this Agreement and secured by the Security Instrument as modified by the Adjustable Rate Rider (if applicable) and any other rider or addendum to the Note or Security Instrument not specifically terminated by this Agreement.

All terms and provisions of the Note and Security Instrument, or any rider, addendum, 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 terms and provisions relating solely to the construction phase of the loan, including, if applicable, any changes to the title of the Note or Security Instrument, or any such rider, addendum or other instrument or document, are hereby terminated and from and after the date hereof shall be forever null and void and of no further force or effect.

5. RELEASE OF SECURITY INTEREST. Lender hereby releases the security interest in the Collateral that Borrower granted to Lender in the Construction Addendum.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto effective the day and year first above written.

Donald G. Helderle  
DONALD G HELDERLE

Sylvia L. Helderle  
SYLVIA L HELDERLE

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STATE OF Nevada )

COUNTY OF Douglas ) \$\$

ON 7/26/00, personally appeared before me, a

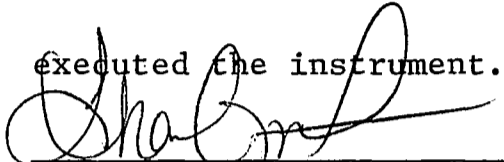
NOTARY PUBLIC, Donald G. Helderle and

Sylvia L Helderle

personally known or proved to me to be the person whose name(s) is/are

subscribed to the above instrument who acknowledged that the

executed the instrument.



Notary Public



COOPER

MODIFICATION AGREEMENT  
C- 7128 (10/97) (replaces 1/97 and c7127) Page 3 of 3

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JUL 31 PM 12:40

LINDA SLATER  
RECORDER

\$ 9.00 PAID [Signature] DEPUTY

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