

82045-99

APN: 1320-35-002-019

AFTER RECORDING RETURN TO:
First Horizon Home Loan Corporation

4000 Horizon Way

Irving, TX 75063
Construction Lending

Loan Number: 0022057418 [Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 10th day of January, 2001, between Rhett Voga and Shelly Voga, husband and wife as joint tenants

("Borrower")

and First Horizon Home Loan Corporation

("Lender"), amends and supplements (1) the Mortgage, Deed

of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 24, 1999 and recorded in Book 1299, Page 242, of the

OFFICIAL

Records of

Douglas, Nevada

[Name of Records]

[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 1407 Willow Creek Lane, 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 _____ INITIALS _____ INITIALS PV INITIALS SV

LOAN MODIFICATION AGREEMENT
(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 January 10, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 419,000.00, 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 8.500%, from January 10, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 3,221.75, beginning on the 1st day of March, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2031 (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 146, 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 _____ INITIALS _____ INITIALS RU INITIALS SV

LOAN MODIFICATION AGREEMENT
(FNMA Modified Form 3179 2/88)



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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.

Jon L. Kestel (Seal)
First Horizon Home Loan Corporation -Lender

Rhett Voga (Seal)
-Borrower

By: Asst Vice President

Shelly Voga (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[See Attached Acknowledgments]



LOAN MODIFICATION AGREEMENT
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INDIVIDUAL ACKNOWLEDGMENT

Loan Number: 0022057418

State of Nevada §

County of Douglas §
§

This instrument was acknowledged before me on
by Rhett Voga and Shelly Voga



Carol Costa
Notary Public

Individual Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.
To Order Call: (972) 980-2178 • Fax (972) 392-2891
www.compliancesource.com



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CORPORATE ACKNOWLEDGMENT

State of Texas §
County of Dallas §

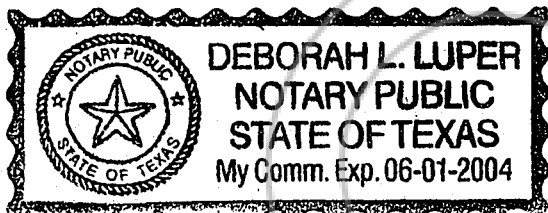
The foregoing instrument was acknowledged before me on January 12, 2001 [date],
by James L Koster, Asst Vice President
[name of officer or agent, title of officer or agent] of First Horizon Home Loan Corporation
[name of corporation acknowledging],
[state or place of incorporation], on behalf of the corporation.

Deborah L Luper

Notary Public, State of Texas

My Commission Expires: 6-1-04

(Seal)



Corporate Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

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

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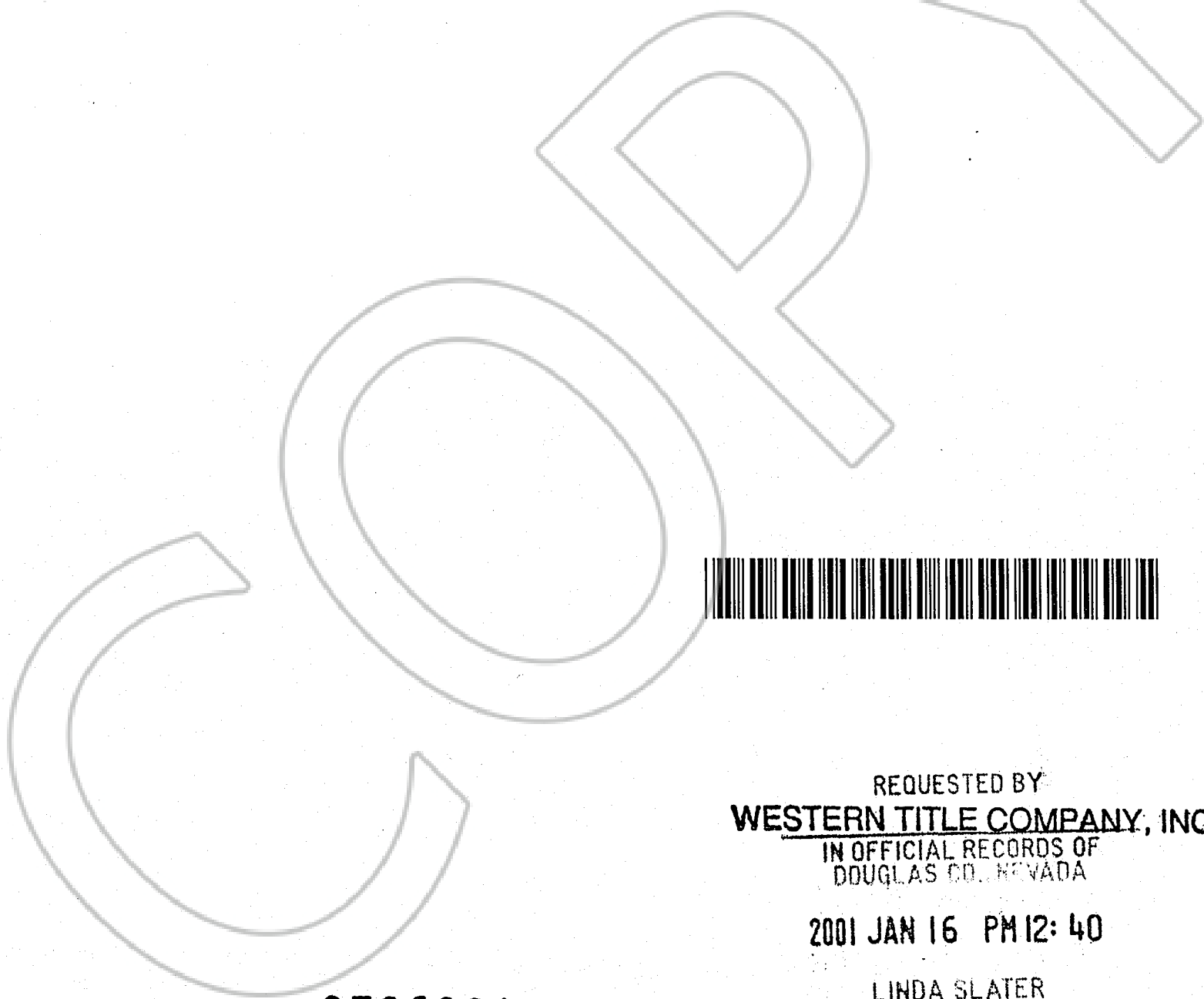
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EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1

LOT 1, IN BLOCK A OF WILLOW CREEK, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JUNE 30, 1992, IN BOOK 692, PAGE 5954, AS DOCUMENT NO. 282394.

A.P.N. 23-540-01



REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 JAN 16 PM 12:40

LINDA SLATER
RECORDER

\$12⁰⁰ PAID *KJ* DEPUTY

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