THIS INSTRUMENT PREPARED BY

Denise Spinelli 5898 Condor Drive MS SV-99A Moorpark, CA 93021

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When Recorded Return to: **Fidelity National Lender Solutions** Attn: Custom Recording Solutions 2550 N. Redhill Avenue Santa Ana, CA 92705

NG /99A

LOAN NUMBER:

3284547

ASSESSOR PARCEL NUMBER:

07-180-27

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO NOTE/MORTGAGE/DEED OF TRUST

This Modification Agreement (the "Agreement") is made as of December 1, 2000, between Joshua Adler and Elivia Adler (the "Borrower") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Adjustable Rate Note and that certain Deed of Trust dated September 2, 1999 and recorded September 10, 1999 in Book Number 999, at Page Number 1701, as Document No. 476275, in the Official Records of the County of Douglas, State of Nevada (the "Security Instrument"), and covering the real property with a common street address of: 103 Sequoia, Stateline, NV 89449, but more specifically described as follows:

SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

- 1. The terms of the Note are hereby amended and modified as follows (check applicable modifications):
 - [] a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is \$392,650.00.
 - [x]b. commencing on **December 1, 2000**, the interest on my Note shall be 7.75 percent per annum.
 - [x]c. commencing on January 1, 2001, my regular monthly principal and interest payment under the Note shall be \$2,812.99. is 2271. W 14
 - [x]d. the new Construction Completion Date is: November 2, 2000.

 - [x]e. the new Promissory Note Maturity Date is: December 1, 2030. December 1, 2003. [x] f. the new first Interest Rate Change Date on the adjustable loan is April 1, 2003.

2. Borrower consents to Lender attaching this Agreement to the Note itself.

All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

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

BORROWER(S)

Joshua Adler

Eluca adler

Please see page 2 for Notary Acknowledgement for Borrower(s)

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MODIFICATION AGREEMENT TO NOTE/MORTGAGE/DEED OF TRUST (Continued)

Notary Acknowledgement for Borrower
State of Nevada
County of Donglas On December 8 2000, before me, Julia a. Blair,
personally appeared Joshua and Elivea Goler is subscribed to the
within instrument and acknowledged to me that he executed the same in this authorized capacity, and that by his visignature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.
JULIA A. BLAIR WITNIESS MV HAND AND OFFICIAL SEAL Notary Public - State of Nevada
Appointment Recorded in Douglas County
Signature No: 93-3745-5 - Expires July 11, 2001
PLEASE DO NOT WRITE BELOW - COUNTRY WIDE ONLY
LENDER
By Mell D. Sturo
Notary Acknowledgement for Lender Vice Pregident
State of California Countrywide Home Loans, Inc.
County of Ventura
on (privary 35 2001, before me, Sharann Winders,
personally appeared My D. Johnson Vice Previolent CHL In Compersonally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.
WITNESS MY HAND AND OFFICIAL STAL
WITNESS WIT HAND OFFICIAL PEAL
Signature SHANANN WINDERS SHANANN WINDERS
MY COMMISSION EXPIRES December 20, 2004
The state of the s

0508741 BK0201PG2724 Prepared by: P. CHAFINS

DATE:

09/02/1999

BORROWER: JOSHUA ADLER

CASE #:

LOAN #:

3284547

PROPERTY ADDRESS:

103 SEQUOIA

DISTANCE OF 162.80 FEET TO THE POINT OF BEGINNING.

STATELINE, NV. 89449-

COUNTRYWIDE HOME LOANS, INC.

BRANCH #624 1217 BARING BLVD SPARKS. NV 89434-

(702)352-7510

Br Fax No.: (702)352-7511

LEGAL DESCRIPTION EXHIBIT A

BEING A PORTION OF LOT 5 OF LOT 4 AND SHOWN ON THE SURVEY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 13 NORTH RANGE 18 EAST, M.D.B.&M., FOR PALADY FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON SEPTEMBER 27, 1957, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH BEARS NORTH 89%46'WEST, A DISTANCE OF 491.40 FEET FROM THE QUARTER CORNER COMMON TO SECTION 23 AND 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M.; THENCE SOUTH 0%08', WEST A DISTANCE 1,142.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0%08 WEST, A DISTANCE OF 87.85 FEET TO A POINT; THENCE NORTH 89%42', WEST, A DISTANCE OF 87.85 FEET TO A POINT; THENCE NORTH 0%08 EAST. A DISTANCE OF 87.85 FEET TO A POINT; THENCE SOUTH 89%42' EAST. A

APN: 07-180-27

FHAVA/CONV Legal Description Exhibit A 1C4041US (06/98)

INITIALS OF

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IN OFFICIAL RECORDS OF
DOUGLAS CO. MEYADA

2001 FEB 15 AM 11: 53

LINDA SLATER
RECORDER

S/OPAID DEPUTY

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