

After Recording Return To:  
First American Title Insurance Company  
[Company Name]  
Attn: Loan Mod. Department  
[Name of Natural Person]  
3 First American Way  
[Street Address]  
Santa Ana, California 92707  
[City, State, Zip]

Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

560119  
Freddie Mac Loan Number: 0759830673

Servicer Loan Number: 9797387

## BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of May, 2001, between Nathaniel Hellman and Zelda L. Hellman, Initial Co-Trustees of the 1992 The Hellman Family Trust

("Borrower").

and Wells Fargo Home Mortgage, Inc.

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 18, 1994, securing the original principal sum of U.S. \$ 203,150.00, and recorded in Book or Liber 0494, at Page(s) 5821, Instrument No. 336421, of the Official [Name of Records] Records of Douglas County, Nevada [County and State, or other jurisdiction]; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property," located at: 1080 Skyland Drive, Zephyr Cove, Nevada 89448

[Property Address]

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Loan No.: 9797387

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

To evidence the election by the Borrower of the  Conditional Right to Refinance  Conditional Modification and Extension of Loan Terms as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of May 1st, 2001, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 187,372.45
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 7.375%, beginning May 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,411.79, beginning on the 1st day of June, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2024 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Wells Fargo Home Mortgage, Inc., 1 Home Campus, Des Moines, Iowa 50328-0001 or at such other place as the Lender may require.

4. The Borrower will comply with all of the 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; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity date of the Note.

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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 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.

**LENDER:** Wells Fargo Home Mortgage, Inc.

By: Deborah A. Davis  
Deborah A. Davis

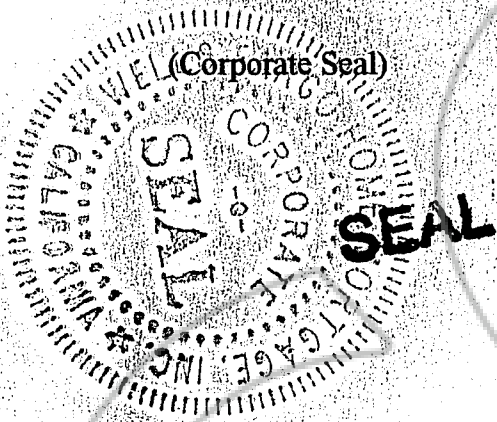
Nathaniel Hellman (Seal)  
Nathaniel Hellman, Initial Co-Trustee of -Borrower  
the 1992 The Hellman Family Trust

Its: Assistant Vice President

Zelda L. Hellman (Seal)  
Zelda L. Hellman, Initial Co-Trustee of -Borrower  
the 1992 The Hellman Family Trust

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



[See Attached Acknowledgment(s)]

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Nathaniel Hellman, Settlor of the 1992 The Hellman Family Trust, agrees that the term "Borrower" when used in this Balloon Loan Modification shall include the Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Balloon Loan Modification, and in the Balloon note and Security Instrument bearing the date of April 18, 1994.

Settlor:

April 20, 2001  
Date

Nathaniel Hellman  
Nathaniel Hellman

Zelda L. Hellman, Settlor of the 1992 The Hellman Family Trust, agrees that the term "Borrower" when used in this Balloon Loan Modification shall include the Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Balloon Loan Modification, and in the Balloon note and Security Instrument bearing the date of April 18, 1994.

Settlor:

April 20, 2001  
Date

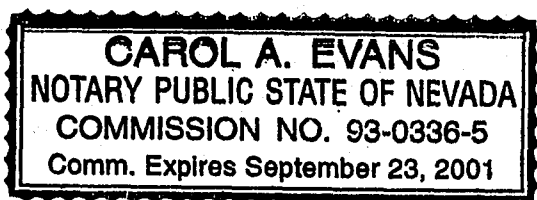
Zelda L. Hellman  
Zelda L. Hellman

**BORROWER ACKNOWLEDGMENT**

State of Nevada §  
County of Douglas §

The foregoing instrument was acknowledged before me APRIL 20, 2001 [date],  
by Nathaniel Hellman, Initial Co-Trustee of the 1992 The Hellman Family Trust  
[name of person acknowledged].

(Seal)

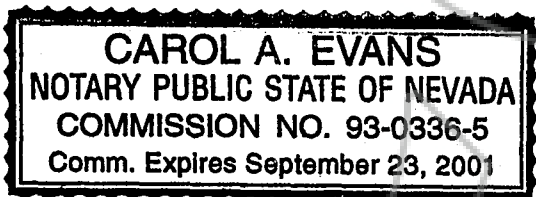


Carol A Evans  
Notary Public, State of NEVADA  
My Commission Expires: 09-23-2001

State of Nevada §  
County of Douglas §

The foregoing instrument was acknowledged before me APRIL 20, 2001 [date],  
by Zelda L. Hellman, Initial Co-Trustee of the 1992 The Hellman Family Trust  
[name of person acknowledged].

(Seal)



Carol A Evans  
Notary Public, State of NEVADA  
My Commission Expires: 09-23-2001

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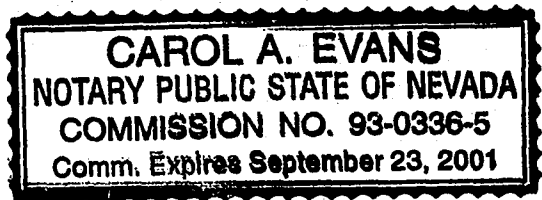
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State of Nevada §  
County of Douglas §

The foregoing instrument was acknowledged before me APRIL 20, 2001 [date],  
by Nathaniel Hellman, Settlor of the 1992 The Hellman Family Trust

[name of person acknowledged].

(Seal)



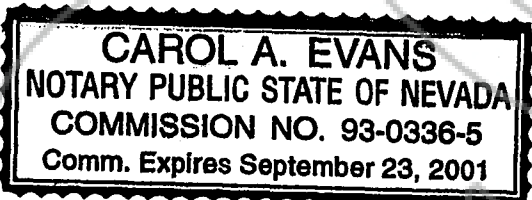
Carol A Evans  
Notary Public, State of NEVADA  
My Commission Expires: 09-23-2001

State of Nevada §  
County of Douglas §

The foregoing instrument was acknowledged before me APRIL 20, 2001 [date],  
by Zeld L. Hellman, Settlor of the 1992 The Hellman Family Trust

[name of person acknowledged].

(Seal)



Carol A Evans  
Notary Public, State of NEVADA  
My Commission Expires: 09-23-2001

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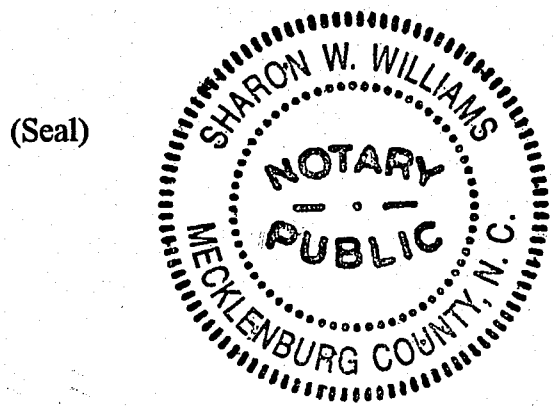
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**LENDER ACKNOWLEDGMENT**

State of North Carolina §  
County of Mecklenburg §

The foregoing instrument was acknowledged before me this 24 of April, 2001 [date], by  
Deborah A. Davis, Assistant Vice President [name of officer or agent],  
[title of officer or agent] of Wells Fargo Home Mortgage, Inc.

, on behalf of said entity.



Sharon W. Williams  
Notary Public, State of North Carolina

My Commission Expires: My Commission Expires August 17, 2004

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Loan No.: 9797387

**EXHIBIT "A"**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 6, AS SHOWN ON THE MAP OF SKYLAND SUBDIVISION NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON FEBRUARY 27, 1958, AS DOCUMENT NO. 12967.

A.P.N. 05-021-15

"EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BED OF LAKE TAHOE BELOW THE LINE OF NATURAL ORDINARY HIGH WATER AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS TO SAID LAND WATERWARD OF SAID LAND OF NATURAL ORDINARY HIGH WATER OR, IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED, EXCEPTING ANY PORTION BELOW SUCH ELEVATION AS MAY BE ESTABLISHED AS THE BOUNDARY BY BOUNDARY LINE AGREEMENT WITH THE STATE OR BY QUIET TITLE ACTION IN WHICH THE STATE IS A PARTY".

PARCEL 2:

TOGETHER WITH A NON-EXCLUSIVE RIGHT-OF-WAY FOR ACCESS TO THE WATERS OF LAKE TAHOE AND FOR BEACH AND RECREATIONAL PURPOSES AS SET FORTH IN DEED RECORDED FEBRUARY 5, 1960, IN BOOK 1, PAGE 268, FILE NO. 15573, OFFICIAL RECORDS.

REQUESTED BY  
FATCO  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 MAY 22 AM 8:37

LINDA SLATER  
RECORDER

\$14<sup>00</sup> PAID kg DEPUTY

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