

18  
PREPARED BY: Brian Kircher

✓ CHASE MANHATTAN MORTGAGE CORP  
1400 EAST NEWPORT CENTER DRIVE  
DEERFIELD BEACH, FLORIDA 33442

\_\_\_\_\_[Space above this line for recording data]\_\_\_\_\_

**LOAN MODIFICATION AGREEMENT  
(Providing for fixed Interest Rate) 1041073198**

This Loan Modification Agreement ("Agreement"), made this 3<sup>rd</sup> day of October, 2001 between Steven L. Harn and Denise E. Harn ("Borrowers") and Chase Manhattan Mortgage Corporation ("Lender"), formerly known as Chemical Residential Mortgage Corporation, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 7<sup>th</sup>, 1998 and recorded on January 8<sup>th</sup>, 1998 in Book 198, Page 741, of the Public Records of Douglas County, Nevada, 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 : 1310 Windsor Drive Gardenerville, NV 89410.

the real property described being set forth as follows:

Situated in the city of Gardenerville, Nevada, and being more particularly described as follows:

SEE ATTACHED - LEGAL DESCRIPTION

Said premises commonly known as: 1310 Windsor Drive Gardenerville, NV 89410.

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 October 1<sup>st</sup>, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$134,082.78 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 7.87500% from October 1<sup>st</sup>, 2001. The Borrower promises to make monthly payments of principal and interest of \$1,007.43 beginning on the 1<sup>st</sup> day of November, 2001 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1<sup>st</sup>, 2028 (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 1400 East Newport Center Drive, Deerfield Beach, Florida 33442 or at such other place as the Lender may require.

0530427

BK 1201 PG 6318

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 cancelled, null and void, as of the date specified in paragraph No. 1 above.
  - (a) all terms and provision 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.

James Chesker

Witness 1

[Signature]

Witness 2

Steven L. Harn

Steven L. Harn

Denise E. Harn

Denise E. Harn

[Signature]

Witness 1

Cardino MOISE

[Signature]

Witness 2

PAUL muer

Chase Manhattan Mortgage Corporation

Sandra L. Brooks

Sandra L. Brooks

Vice President

\_\_\_\_\_[Space Below This For Acknowledgements]\_\_\_\_\_

0530427

BK 1201 PG 6319

STATE OF Nevada  
COUNTY OF Douglas

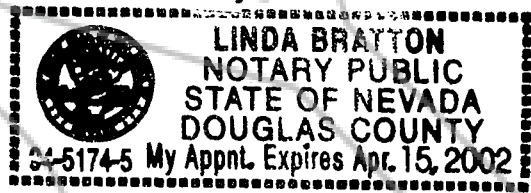
Before me, a Notary Public, in and for said County, personally appeared the above named Steven L. Harn, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal at Minden NV, this 30th day of Nov, 2001.

My commission expires: April 15, 2002

Linda Bratton  
Notary Public

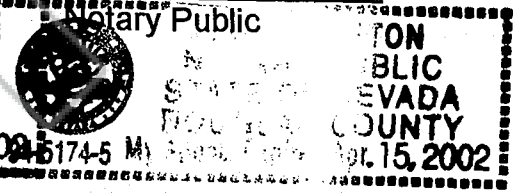
STATE OF Nevada  
COUNTY OF Douglas



Before me, a Notary Public, in and for said County, personally appeared the above named Denise E. Harn, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal at Minden NV, this 30th day of Nov, 2001.

My commission expires: April 15, 2002



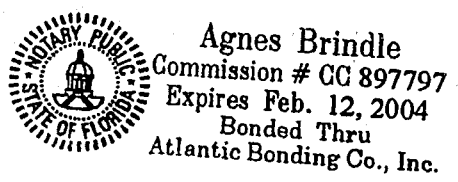
STATE OF FLORIDA  
COUNTY OF BROWARD

Before me, a Notary Public, in and for said County, personally appeared Sandra L. Brooks, to me known and known to the person who, as a Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Deerfield Beach, Florida, this 5 day of December 2001.

Agnes Brindle  
Notary Public

My commission expires: \_\_\_\_\_



0530427  
BK 1201 PG 6320

CONFIRMED COPY  
HAS NOT BEEN COMPARED  
TO THE ORIGINAL

### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,  
County of Douglas,, described as follows:

Lot 111, Block F, as set forth on Final Subdivision Map FSM-1006  
of CHICHESTER ESTATES Phase 1, filed for record in the office of  
the County Recorder of Douglas County, State of Nevada, on  
September 12, 1995, in Book 995 at Page 1407, as Document No.  
370215 and Amended by Certification of Amendment recorded March  
5, 1997 in Book 397, Page 654 as Document No: 407852, Official  
Records.

Assessors Parcel No. 25-760-40

NEW 1320-33-711-013

REQUESTED BY

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 JAN -8 P3:23

LINDA SLATER  
RECORDER

\$ \_\_\_\_\_ PAID \_\_\_\_\_ DEPUTY

0530427

0429919

BK 1201 PG 6321

COPY

REQUESTED BY  
Chase Manhattan  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 DEC 19 AM 11:04

LINDA SLATER  
RECORDER

\$18<sup>00</sup> PAID to DEPUTY

0530427

BK 1201 PG 6322