

✓ Record and Return to

Cendant Mortgage Corporation  
3000 Leadenhall Road  
P.O. Box 5449  
Mt. Laurel, NJ 08054

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LOGK  
Registration #: 0012602934

**FIXED RATE LOAN MODIFICATION AGREEMENT**

This Fixed Rate Loan Modification Agreement ("Agreement"), made this 18 day of DECEMBER, 2001, between LESLIE J SHAW, JANICE E SHAW ("Borrower"), whose address is 251 MCFAUL COURT ZEPHYR COVE, NV 89448 and U.S. Bank National Association ("Lender"), whose address is 3000 LEADENHALL RD MT. LAUREL, NJ 08054 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated 12/13/00 and recorded on 12-13-00 Inst #: 0504913 in BK 1200, Pg 2292 of the \_\_\_\_\_, (Name of Records)

Records of DOUGLAS NV (County and State, or other Jurisdiction), and (2) the Note, Adjustable Rate Rider, and "Rider to Note for Construction Phase" 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 251 MCFAUL COURT ZEPHYR COVE, NV 89448 (Property Address) the real property described being set forth as follow:

Tax ID#: 05-312-080

SEE LEGAL ATTACHED

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):

**The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:**

Borrower owes Lender the principal sum of THREE HUNDRED FIFTY SIX THOUSAND AND 00/100 (U.S. \$356,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01ST 2031.

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ORIGINAL

Paragraph 1 of the Note is amended and supplemented as follows:

1. BORROWER'S PROMISE TO PAY:

In return for a loan that I have received, I promise to pay U.S. \$356,000.00 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 8.00000%.

Paragraph 3 of the Note is amended and supplemented as follows:

PAYMENTS


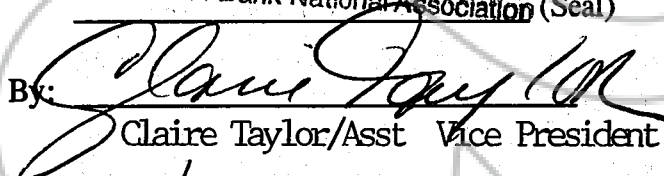
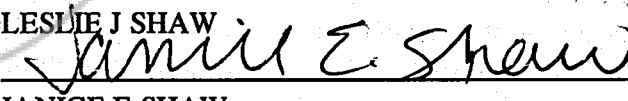
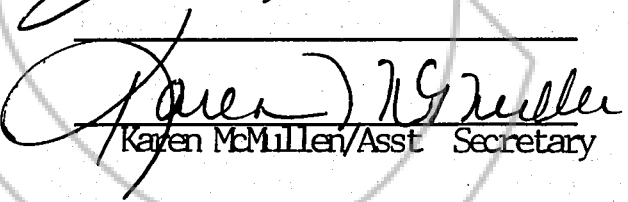
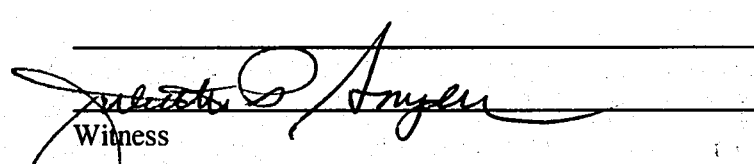
I will make my monthly payments on the 01st day of each on the beginning on JANUARY 01ST 2002. If on, DECEMBER 01ST 2031 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly payment will be in the amount of U.S. \$2,612.21.

Paragraph 2 of the Rider to Note for Construction Phase is amended and supplemented as follows:

2. INTEREST:

During the first \_\_\_\_\_ month(s) of the loan, interest will be charged on unpaid principal. I will be charged interest only, at the initial rate of Prime + 1 percent per annum on the monies advanced.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note. Rider to Note for Construction Phase, Security Instrument, and/or Adjustable Rate Rider. 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.

	U.S. Bank National Association (Seal)		(Seal)
By:		LESLIE J SHAW	(Borrower)
	Claire Taylor/Asst Vice President		(Seal)
		JANICE E SHAW	(Borrower)
			(Seal)
	Karen McMillen/Asst Secretary		(Borrower)
			(Seal)
	Witness		(Borrower)

-----[Space Below This Line For Acknowledgment]-----

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SECRETARY

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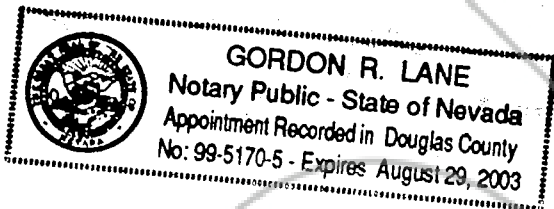
**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF NV :  
: ss.  
COUNTY OF DOUGLAS :

BE IT REMEMBERED, That on this 21<sup>ST</sup> day of December in the year 2001 before me, the subscriber, a Notary Public of Douglas County, Nevada personally appeared LESLIE J SHAW, JANICE E SHAW who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn to and Subscribed before me on this 21<sup>ST</sup> day of December, 2001,

*Gordon R. Lane*  
Notary Public



**CORPORATE ACKNOWLEDGEMENT**

STATE OF NEW JERSEY, COUNTY OF BURLINGTON

ON December 31, 2001, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Claire Taylor and Karen McMillen personally known to me or proved to me on the basis of satisfactory evidence to the Vice President and Assistant Secretary of the CORPORATION that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

*Mary Kay Atchison*  
Notary Public

**Mary Kay Atchison**  
Notary Public of New Jersey  
My Commission Expires October 7, 2003

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SEAL

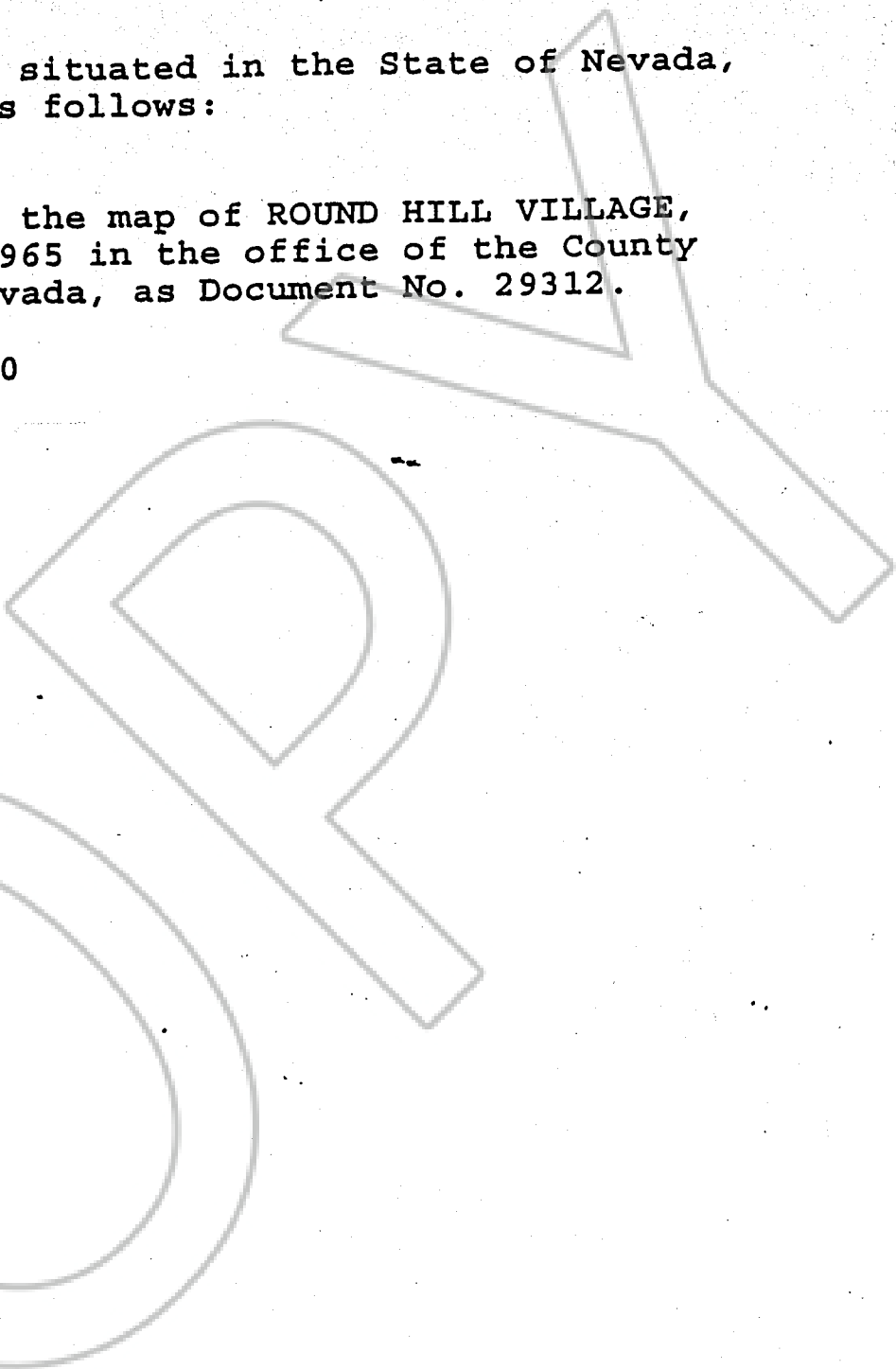
EXHIBIT "A"

LEGAL DESCRIPTION

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

Lot 8, in Block A, as shown on the map of ROUND HILL VILLAGE, UNIT NO. 2, filed August 31, 1965 in the office of the County Recorder of Douglas County, Nevada, as Document No. 29312.

Assessors Parcel No. 05-312-080



REQUESTED BY  
*Mortgage Services*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2002 JAN 28 AM 11:44

2000 DEC 13 AM 10:44

LINDA SLATER  
RECORDER

LINDA SLATER  
RECORDER

**0504913**

\$17<sup>00</sup> PAID *K* DEPUTY **BK 1200PG2297**

\$12<sup>00</sup> PAID *OK* DEPUTY

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