

15- Assessor's Parcel Number: 1320-29-110-045

When Recorded Mail To:
844 W. Nye Lane, Ste #203
Carson City, NV 89703
Greater Nevada Mortgage Services

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of November, 2002, between George Foster and Mary Foster, Husband and Wife as Joint Tenants,

("Borrower") and

GREATER NEVADA CREDIT UNION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 19, 2001 and recorded in Book or Liber 0528488, at page(s) , of the Records of

[Name of Records] Douglas County [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

1782 Lantana Drive Minden, Nevada 89423

[Property Address]

the real property described being set forth as follows:

Lot 426A, in Block C, as shown on that certain Record of Survey filled for record in the Office of the County Recorder of Douglas County, Nevada on June 17, 1998, in Book 698, as page 3978 as Document No. 442226, Official Records being a Boundary Line Adjustment of the Final Map No. 1008-8 for WINHAVEN, Unit No. 8, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the County Recorder of Douglas County, Nevada on September 11, 1997, in Book 997 of Official Records at page 2125, as Document No. 421412

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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):

- As of November 15, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 161,141.91, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 5.3750%, from November 15, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,126.65, beginning on the 1st day of December, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 01, 2021 (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

844 W. Nye Lane, Ste # 203, Carson City, NV 89703
or at such other place as the Lender may require.

- 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

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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 specified in paragraph No. 1 above:
 - (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 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.

Steve Thomas (Seal)
-Lender

By: Steve Thomas

George Foster (Seal)
-Borrower

Mary Foster (Seal)
-Borrower

____ (Seal)
-Borrower

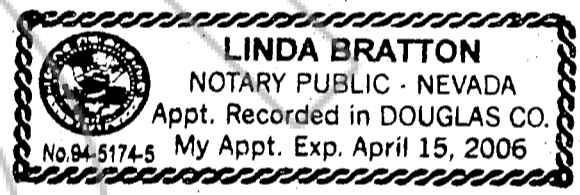
____ (Seal)
-Borrower

____ [Space Below This Line For Acknowledgments] _____

State of Nevada
County of Douglas

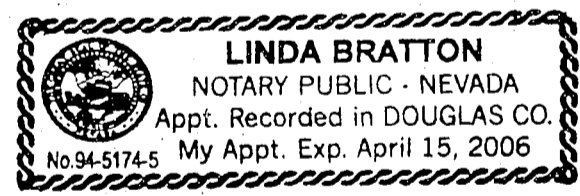
This instrument was acknowledged before me on 11-15-02
by, George Foster and Mary Foster.

Linda Bratton
Notary Public



This instrument was acknowledged before me on 11-15-02
by, Steve Thomas.

Linda Bratton
Notary Public



REQUESTED BY
Greater Nevada CU
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 NOV 21 AM 9: 52

LINDA SLATER
RECORDER

\$ 15.00 PAID KJ DEPUTY

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