When Recorded Mail To: Greater Nevada Mortgage Services 844 W. Nye Lane Suite 101 Carson City, NV 89703

- [Space Above This Line For Recording Data] -

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of May xxx 2003, between David O. Porras and Mary L. Porras, 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 and recorded in Book or Liber 0460885 February 2, 1999 Records of

page(s) 2298, of the Bk. 0299

[County and State, or other Jurisdiction]

[Name of Records] Douglas 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

2572 McKay Way, Minden Nevada 89423

the real property described being set forth as follows:

LOT 32, AS SHOWN ON THE MAP OF PIONEER HEIGHTS SUBDIVISION UNIT NO.1: FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 13, 1961, AS DOCUMENT NO.17360

A.P.N: 23-082-07

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 amount payable under the Note and the Security As of May 1st 2003 , consisting of the Instrument (the "Unpaid Principal Balance") is U.S. \$98,821.63 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

, 19x 2003. The Borrower %, from May 1 4.7500 promises to make monthly payments of principal and interest of U.S. \$968.24 , 19x 2003, and continuing day of May 1st beginning on the thereafter on the same day of each succeeding month until principal and interest are paid in full. (the "Maturity Date"), the Borrower still owes amounts under If on March 1, 2014 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 Suite 101, Carson City Nevada 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

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

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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.

2/1		(Seal) C	David O. Por	ras	△ CA-(Seal) -Borrower
By: K¥‡& Rush		•	Mary L. Porr	Parkes	(Seal)
	• •	e e	nary II. For	as	-Borrower(Seal)
					-Borrower
				1	(Seal) -Borrower
	[Space Be	elow This Line	For Acknowledgments] —		

State of Nevada County of Douglas

This instrument was acknowledged before me on the by, David O. Porras and Mary L. Porras.

Notary Public Walker

SHERRY L. WALKER

NOTARY PUBLIC

STATE OF NEVADA

Appt. Recorded in Lyon County
My Appt. Expires February 1, 2004

No: 00-60694-12

State of Nevada County of Douglas

This instrument was acknowledged before me on oby, Kyle Rush.

MULY Public



SHERRY L. WALKER

NOTARY PUBLIC

STATE OF NEVADA

Appt. Recorded in Lyen County
My Appt. Expires February 1, 2004
No: 89-80894-12

REQUESTED BY

IN OFFICIAL RECORDS OF
DOUGLAS CO MEYADA

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WERNER CHRISTEN
RECORDER

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