

A.P.N. 1420-28-212-008  
AFTER RECORDING RETURN TO:  
WFHM FINAL DOCUMENTS RECEIVING  
MAC X4701-022  
3601 MINNESOTA DRIVE  
BLOOMMINTON, MN 55435

APN: 1420-28-212-008  
Escrow No.: 2122101NMP

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 FEB 25 PM 12: 53

WERNER CHRISTEN  
RECORDER

\$ *24w* PAID *B* DEPUTY

### MODIFICATION AGREEMENT

THE STATE OF NEVADA  
COUNTY OF DOUGLAS

KNOW ALL MEN BY THESE PRESENTS:

#### Recitals

Reference is hereby made to that one certain Promissory Note (the "Note") dated  
SEPTEMBER 5, 2003 in the original principal sum of \$ 287,000 , executed by  
ANDREW J. MACCAGNO JR AND TIFFANY L. MACCAGNO , HUSBAND AND WIFE

herein referred to as "Borrower" whether one or more), payable to the order of  
WELLS FARGO HOME MORTGAGE, INC.

("Lender"), and said Note being secured by, among other instruments, that certain Deed of Trust,  
Mortgage or Security Deed (the "Security Instrument") of even date therewith duly recorded  
9/19/03 UNDER 0590641 , in the Real Property Records of DOUGLAS  
County, NEVADA , the above said instruments concerning encumbering and creating liens  
against the following described property (the "Property"), to wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes and being the  
same property located at 2877 DEL MAR DRIVE, MINDEN, NV 89423

0033294463

Multi-State Modification to Fixed Rate

If applicable, attach completed Balloon Note Addendum as Exhibit "B" and check appropriate blank in Section II.

If applicable, attach completed Balloon Rider to Security Instrument as Exhibit "C" and check appropriate blank in Section III.

NMFL# 2980 12/00

*Andrew Maccagno*  
Initials

Page 1 of 7

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WITNESSETH

WHEREAS, Borrower now desires to modify the Note and ratify said liens against the property; and

WHEREAS, Lender, the legal owner and holder of said Note and liens securing same, in consideration of the premises and at the request of the Borrower has agreed to modify the Note as hereinafter provided; and

WHEREAS, the Borrower, in consideration of the modification of the Note as hereinafter set forth by the legal owner and holder thereof, has agreed to ratify said Note and indebtedness evidenced thereby and reconfirm Borrower's unconditional promise to pay to the order of

at its offices at P.O. BOX 10304, DES MOINES, IA 503060304  
or at such other places as the holder of said Note may designate in writing, the principal sum of  
**TWO HUNDRED SIXTY SEVEN THOUSAND AND 00/100**  
(\$ \*\*\*267,000.00 ) or so much thereof as may have been  
or may be advanced under the Note, together with interest thereon at the rates herein provided, in  
accordance with the terms thereof and hereof from and after the effective date of this Agreement  
until maturity.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby renewed, extended and/or contrary, as follows:

I. Items 1 through 10 below shall, as applicable, amend, modify and replace those items in the Note as originally written to the contrary, as follows:

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*267,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

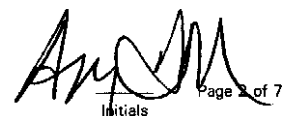
**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first of each month beginning on **APRIL 01**, 2004 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on **MARCH 01**, 2034 , I still owe amounts under this Note, I will pay those amount in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA 503060304**  
or at a different place if required by the Note Holder.

  
Initials Page 2 of 7

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**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S.\$ \*\*\*\*\*1,600.80 .

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

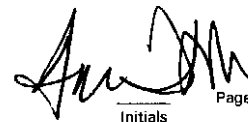
If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after on which the notice is mailed to me or delivered by other means.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

  
Initials Page 3 of 7

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**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of the amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

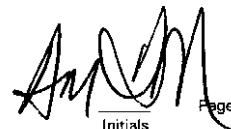
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrowers fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(Check and Complete if Applicable):

\_\_\_\_\_ II. The Note shall be and hereby is further amended as follows:

  
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\_\_\_\_\_ (A) The following admonition is hereby added and incorporated into the Note: THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

\_\_\_\_\_ (B) The balloon Note Addendum attached hereto as Exhibit "B" is hereby added and incorporated into the Note.

~~XX~~ III. The Security Instrument shall be and hereby is amended as follows:

XX (A) Reference to the maturity date of the debt secured by the Security Instrument is changed from MARCH 5, 2004 to MARCH 1, 2034

\_\_\_\_\_ (B) The Balloon Rider attached hereto as Exhibit "C" is hereby incorporated into and made a part of the Security Instrument.

Further, it is expressly agreed that for an in consideration of this Modification Agreement, Borrower hereby releases and forever discharges Lender and its officers, directors, counsel, employees, agents, predecessors, successors, and assigns from all causes of action, claims, rights, and controversies, known or unknown, which Borrowers had, now has, or may hereafter acquire which relate to, are based on, arise out of, or are in any way connected with any acts of Lender or its above affiliates occurring prior to the execution of this Agreement and relating in any manner to the above described Note or Security Instrument or the Property described herein or therein. This is a general release of all possible claims and causes of action of every kind and character related to the above described subject matter and is to be interpreted liberally to effectuate maximum protection of Lender and its above affiliates.

The Borrower hereby ratifies Lender's liens and/or security interests against the Property until the Note as so hereby modified has been fully paid, and agrees that this renewal, extension and/or modification shall in no manner affect or impair the Note or the liens and/or security interests securing same and that said liens and/or security interests shall not in any manner be waived, but are acknowledged by Borrower to be valid and subsisting, the purpose of this instrument being simply to modify the Security Instrument and the time and manner of payments of the Note and ratify all liens and/or security interest securing same, and the Borrower further agrees that all terms and provisions of the Note, the Security Instrument and the other instruments creating or fixing the liens and/or security interest securing same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

A breach or other default of any of the terms of this Agreement by Borrower shall constitute a breach or default under the Note and Security Instrument, and Lender shall thereupon have the right to seek all remedies available to it under the aforesaid loan instruments.

Borrower covenants and agrees that the rights and remedies of the Lender under this Agreement are cumulative of, are not in lieu of but are in addition to, and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights and remedies which Lender shall have under the Note or the Security Instrument.

It is agreed that time and the unimpaired security of Lender are the essence of this Agreement.

Borrower covenants and agrees that this Agreement represents the final agreement between Borrower and Lender relating to the above described subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto. Except as expressly provided herein, the Loan and all instruments evidencing and securing same shall remain unaffected, unchanged and unimpaired. In the event of a conflict between the terms of the Note or this Agreement, the terms hereof shall be controlling. By entering into this Agreement, the parties have no intention whatsoever to extinguish or discharge the indebtedness or liens and/or security interests evidenced by the loan instruments or to effect any novation. Borrower further covenants and agrees that there are no unwritten oral agreements between the parties hereto relating to the above described subject matter.

EXECUTED this the 20TH day of FEBRUARY, 2004, to be effective

_____ (SEAL)	<i>Andrew J. Maccagno Jr.</i>	_____ (SEAL)
	ANDREW J. MACCAGNO JR.	
_____ (SEAL)	<i>Tiffany L. Maccagno</i>	_____ (SEAL)
	TIFFANY L. MACCAGNO	
_____ (SEAL)		_____ (SEAL)
_____ (SEAL)		_____ (SEAL)

WITNESS:

\_\_\_\_\_

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

By: *Ingrid E. Randolph*

Name: INGRE E. RANDOLPH

Title: VP OF LOAN DOCUMENTS

WITNESS:

\_\_\_\_\_

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THE STATE OF WASHINGTON  
COUNTY OF SNOHOMISH



BEFORE ME, the undersigned authority, on this day personally appeared  
INGRE' E. RANDOLPH

, as VP OF LOAN DOCUMENTS  
of WELLS FARGO HOME MORTGAGE, INC., known  
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed, in the capacity  
therein stated, as the act and deed of said CORPORATION

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20TH day of FEBRUARY, 2004.

*Kelly K. Miller*

My Commission Expires: 8-10-04

Notary Public for the State of WASHINGTON  
Name: KELLY K. MILLER

THE STATE OF NEVADA  
COUNTY OF DOUGLAS

BEFORE ME, the undersigned authority, on this day personally appeared  
ANDREW J. MACCAGNO JR AND TIFFANY L. MACCAGNO

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and  
acknowledged to me that he/she/they executed the same for the purpose and consideration therein  
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28TH day of FEBRUARY, 2004.

*N. Peterson*

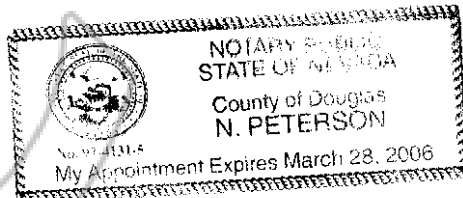
My Commission Expires 3/28/06

Notary Public for the State of NEVADA  
Name: N. Peterson

NMFL# 2980 12/00

Page 7 of 7

Initials



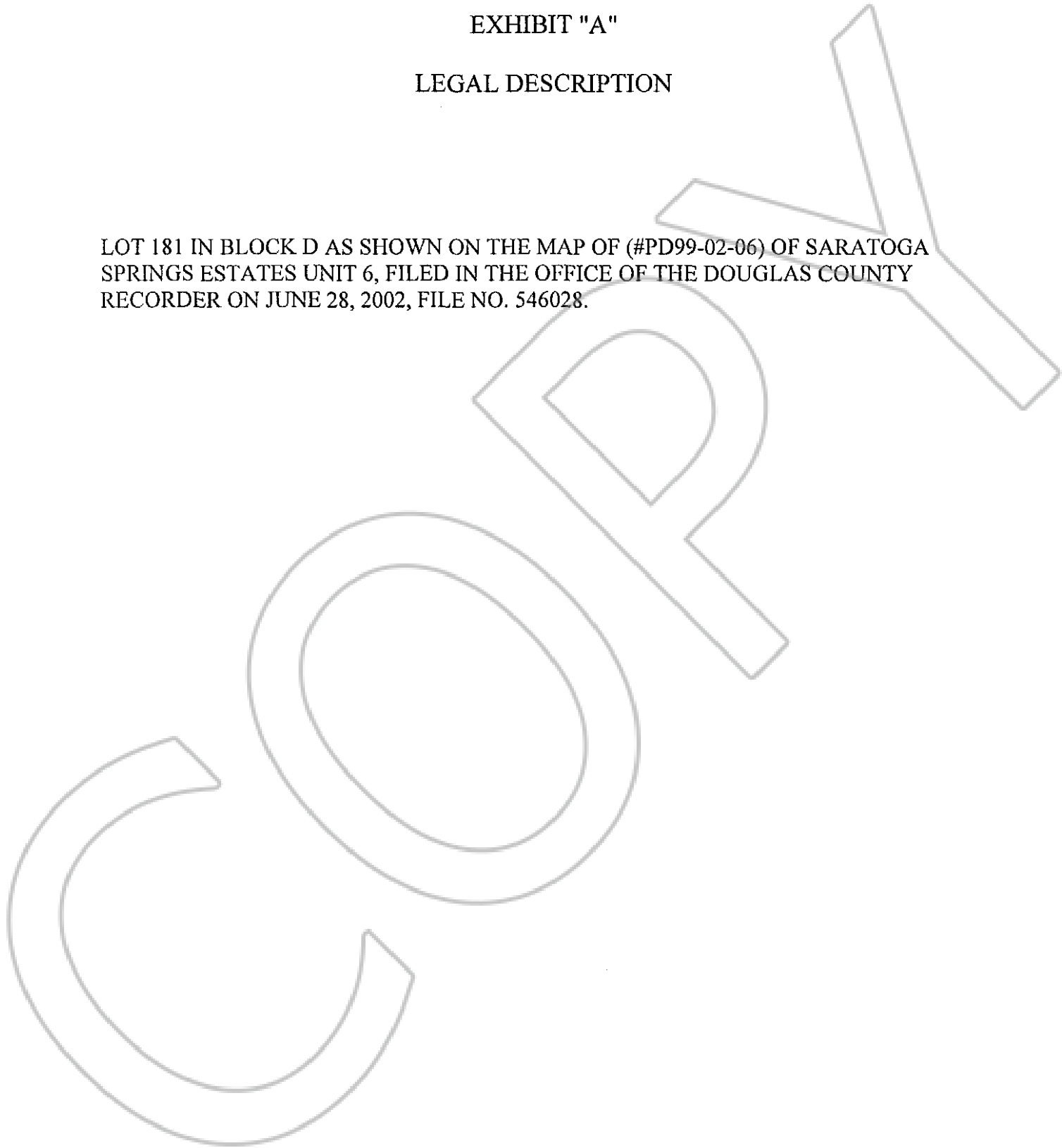
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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 181 IN BLOCK D AS SHOWN ON THE MAP OF (#PD99-02-06) OF SARATOGA SPRINGS ESTATES UNIT 6, FILED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON JUNE 28, 2002, FILE NO. 546028.



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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **20TH** day of **FEBRUARY, 2004**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **WELLS FARGO HOME MORTGAGE, INC.**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **2877 DEL MAR DRIVE, MINDEN, NV 89423**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"). The Property is a part of a planned unit development known as **SARATOGA SPRINGS ESTATES UNIT 6**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.


**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

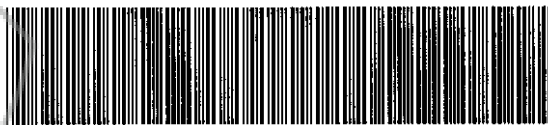
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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Page 1 of 3

Form 8/50 1/01  
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VMP MORTGAGE FORMS - (800)521-7291



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**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.


**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

*gm*

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider

  
\_\_\_\_\_  
ANDREW J. MACCAGNO JR (Seal)  
-Borrower

  
\_\_\_\_\_  
TIFFANY L. MACCAGNO (Seal)  
-Borrower

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

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-Borrower

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Page 3 of 3

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