

OFFICIAL RECORD
Requested By:
CONTEMPORARY REALTY
SOLUTIONS INC
Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 7 Fee: 45.00
BK-0605 PG-13357 RPTT: 0.00



45-

✓ After recorded return to:
Contemporary Realty Solutions
Attn: Risa Wasik
626 N. French Road, Suite 4
Amherst, NY 14228

4800075090

Prepared by:
Robertson & Anschutz, P.C.
10333 Richmond Avenue, Suite 550
Houston, TX 77042
713-871-9600

PARCEL NUMBER:
LOAN NUMBER: 12911798

MIN No. 100015000129117983
MERS Phone 1-888-679-6377

NOTE AND SECURITY INSTRUMENT MODIFICATION AGREEMENT

The State of Nevada

§

KNOW ALL MEN BY THESE PRESENTS:

County of Douglas

§

Recitals

This agreement is made on **May 1, 2003**, between **Erin J. Costa, a widow**, (herein "Borrower") and **Bank One, N.A.**, (herein "Lender"), whose loan servicing address is **10300 Kincaid Drive, Fishers, IN 46038**, and **Mortgage Electronic Registration Systems, Inc.** (herein "Mortgagee"), for a Modification of that certain Deed of Trust, Mortgage or Security Deed (the "Security Instrument") and Note executed on **September 24, 2002**, in favor of **High Sierra Mortgage Company** and any previous modification(s) thereof, said Note being in the original principal amount of **\$300,000.00**, said Security Instrument having been granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026, and recorded in/under #553237, Bk. 902/Pg. 9634 of the Official Records of Real Property of Douglas County, Nevada, covering property described as follows:

See Exhibit 'A' attached hereto and made a part hereof for all purposes

which has the street address of **1357 Berning Way, Gardnerville, NV 89460** ("Property Address");

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

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Loan No. 12911798

Modification Original

WHEREAS, Borrower and Lender desire that the address on the Security Instrument and Note be modified to read as follows: **1357 Berning Way, Gardnerville, NV 89460** ; and

WHEREAS, Borrower and Lender desire that the Security Instrument and Note be modified as herein provided but that all terms not so modified remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that the Note and Security Instrument are hereby modified as follows:

The Note shall be and hereby is amended as follows:

The principal amount evidenced by the Note is changed from **\$300,000.00** to **\$298,149.00**.

The annual interest rate set forth in paragraph 2 is changed from **6.0%** to **5.875%**.

The beginning date for monthly payments of principal and interest set forth in paragraph 3, is changed from **November 1, 2003** to **July 1, 2003**.

The amount of the monthly payments of principal and interest set forth in paragraph 3, is changed from **\$*See Construction Loan Addendum Rider** to **\$1,778.43**.

The Security Instrument shall be and hereby is amended as follows:

Reference to the principal sum owed by Borrower to Lender is changed from **\$300,000.00** to **\$298,149.00**.

The address of the Property is modified to **1357 Berning Way, Gardnerville, NV 89460**.

Further, it is expressly agreed that for and 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 Borrower 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 said liens on the Property until the Note as so modified hereby 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 securing same and that said liens 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 payment of the Note and ratify all liens 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 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 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 of the essence of this Agreement.

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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. Borrower further covenants and agrees that there are no unwritten oral agreements between parties hereto relating to the above described subject matter.

Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that 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 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.

As used herein "Lender" shall mean **Bank One, N.A.** or any future holder, whether one or more, of the Note.

EXECUTED this the 15 day of May, 2003.

Erin J. Costa
Erin J. Costa -Borrower

-Borrower

-Borrower

ACCEPTED AND AGREED TO BY
THE OWNER AND HOLDER OF SAID NOTE:
Bank One, N.A.

Mortgage Electronic Registration Systems, Inc.

By: Katrina Cooper
Name: Katrina Cooper
Title: Assistant Vice President

By: Mark A. Ashworth
Name: Mark A. Ashworth
Title: Certifying Officer

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Modification Original



Individual Acknowledgment

STATE OF NEVADA, Douglas County ss:
This instrument was acknowledged before me on 5/15/2003 by Erin J. Costa, a widow.

My Commission Expires: 6/25/2003
Suzanne Cheechov
Suzanne Cheechov Notary Public

Corporate Acknowledgment

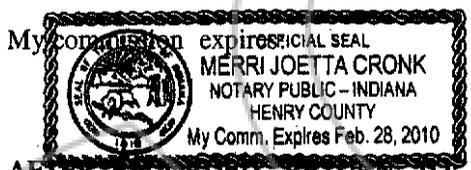
State of Indiana
County of Damilton
The foregoing instrument was acknowledged before me this 14th day of May, 2003
by [Signature] of Bank One
[Signature], on behalf of the said corporation.



[Signature]
Notary Public
Merri Joetta Cronk Notary

Corporate Acknowledgment

State of Indiana
County of Damilton
The foregoing instrument was acknowledged before me this 14th day of May, 2003
by [Signature] of Bank One
[Signature], on behalf of the said corporation.



[Signature]
Notary Public
Merri Joetta Cronk Notary

AFTER RECORDED RETURN TO:
Bank One, N.A.
10300 Kincaid Drive
Fishers, IN 46038

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Modification Original

COPY

Initial EC
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Modification Original



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06/29/2005

"Certified True Copy of the Original which has been sent for recordation."

[Signature]
Dana S. Holland
Bank One, N.A.

125 11798

(Space above for recording information)
LIMITED POWER OF ATTORNEY

The undersigned, High Sierra Mortgage Company
a Corporation organized and existing under the laws of the state of NEVADA
("Broker") hereby makes this Limited Power of Attorney on the following terms and conditions:

WHEREAS:

- A. Broker and BANK ONE, N.A., are parties to a certain Single Family Loan Purchase Agreement (the "Agreement") whereby Broker has agreed to originate and process single family residential mortgage loans (the "Loans") on behalf of BANK ONE, N.A., and;
- B. The Loans will be evidenced by Promissory Notes (the "Notes"), which are to be assigned to BANK ONE, N.A. under the Agreement, and;
- C. Broker desires to appoint BANK ONE, N.A. as its attorney-in-fact for the limited purpose of executing all endorsements of the Notes to BANK ONE, N.A. as required by the terms of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Broker agrees as follows:

1. Broker hereby appoints and designates BANK ONE, N.A. as its true and lawful attorney-in-fact and agent for the limited purpose of endorsing the Notes to BANK ONE, N.A., or any other purchaser or investor of the loan for and on behalf of Broker, as required under the agreement.
2. This grant of limited power of attorney shall be deemed a power coupled with an interest and irrevocable. The power of attorney granted herein shall not be terminated except by express written termination signed by BANK ONE, N.A. All Notes existing in the name of Broker and which are to be assigned to BANK ONE, N.A. under the Agreement shall be deemed to be held in trust for the benefit of BANK ONE, N.A..
3. Unless terminated in accordance with the provisions of Paragraph 2 above, all persons dealing with Broker and BANK ONE, N.A., including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Government National Mortgage Association, the Veterans Administration, and any other purchaser, investor, assignee, insurer, or title insurer of any Loan, shall be entitled to rely upon the powers granted by this instrument for all purposes and actions consistent with those powers, without need for further inquiry or investigation, and Broker hereby ratify all acts done by BANK ONE, N.A. in connection with this Limited Power of Attorney.
4. The undersigned person executing this instrument on behalf of Broker hereby represents that he/she is a duly authorized officer, partner or representative (as the case may be) of Broker, with full power in the premises to execute and deliver this Limited Power of Attorney to BANK ONE, N.A.; to bind Broker to the terms of this instrument; that the execution and delivery of this Limited Power of Attorney is made with all corporate, partnership, or other necessary approval and action, and represents the legally binding obligation of Broker enforceable in accordance with its terms; and that the execution and delivery of this Limited Power of Attorney does not violate the terms of Broker's Articles of Incorporation, By-Laws, or partnership agreement (or other legal entity documents as the case may be), and does not constitute a breach of any other agreement to which Broker is a party.
5. This Limited Power of Attorney shall be deemed effective immediately, and may be recorded in multiple counterparts in multiple counties, with each such counterpart being deemed a duplicate original. To the extent permitted by applicable law, Bank One, N.A. may delegate and assign the authority granted herein, in writing, to any other person or entity.

IN WITNESS WHEREOF, Broker, by and through the undersigned authorized person, has executed this Limited Power of Attorney as of the 27 day of July, 2000.

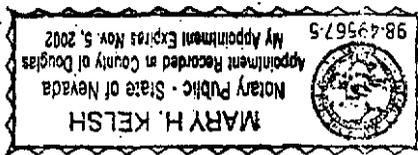
BROKER: High Sierra Mortgage Company

By: Marilyn Amber

Its: President

STATE OF NEVADA

COUNTY OF Douglas



Before me, the undersigned, a Notary Public, in and for said County and State, this 27 day July, 2000, personally appeared Marilyn Amber the President of High Sierra Mortgage Company, Broker herein, who after having been duly sworn upon his/her/their oath acknowledged the execution of the foregoing Limited Power of Attorney for and on behalf of said Broker, and stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal.

Signature: Mary H. Kelsch
Printed: _____

My Commission Expires: 11-5-2002



Exhibit A

Legal Description

Loan # 12911798
Borrower: Costa
Property: 1357 Berning Way
Gardnerville, NV 89460

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA, AS SHOWN ON MAP RECORDED SEPTEMBER 12, 1974 IN BOOK 974, PAGE 916, DOCUMENT NO. 75253 AND AMENDED MAP RECORDED OCTOBER 16, 1974 IN BOOK 1074, PAGE 271, DOCUMENT NO. 75903, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, PROCEED SOUTH 0 DEG. 03 EAST, 28.5 FEET ALONG THE TOWNSHIP LINE TO THE TRUE POINT OF BEGINNING; PROCEED THENCE SOUTH 0 DEG 03' EAST, 802.16 FEET ALONG THE TOWNSHIP LINE TO THE SOUTHEAST CORNER OF THE PARCEL; THENCE SOUTH 89 DEG 18' WEST, 745.05 FEET TO A POINT; THENCE WEST 26.17 FEET TO THE SOUTHWEST CORNER OF PARCEL; THENCE NORTH 0 DEG 03' WEST, 811.26 FEET, TO THE NORTHWEST CORNER OF THE PARCEL; THENCE EAST, 771.17 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 1219-01-000-008

" IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED DECEMBER 1, 2000, BOOK 1200, PAGE 233, AS FILE NO. 504301, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

EC

