

OFFICIAL RECORD  
Requested By:  
MARQUIS TITLE & ESCROW

APN: 1420-34-610-051

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 3 Fee: 41.00  
BK-0406 PG- 1642 RPTT: 0.00



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**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

260124 KM

Lenders Loan Number: MIN: 100257100030045328	MERS Phone: 1-888-679-6377
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This Loan Modification Agreement ("Agreement"), made this **30th** day of **March 2006**, between **John T. Roberts and Kristin C. Roberts, Husband and Wife**

("Borrower") and **MidCountry Bank Registration Systems, Inc.** ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **November 24, 2004** and 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 Book or Liber **1104**, at pages **13089**, or as Document Number **630497**, of the County Records of **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

**1537 Amber Rose Drive  
Minden, NV 89423**

the real property described being set forth as follows:

**Lot 29, in Block 4, as set forth on the Final Subdivision Map LDA# 01-069 for BRAMWELL HOMESTEAD filed for record in the office of the Douglas County Recorder, on August 12, 2002, in Book 0802, at Page 3324, as Document No. 0549307, of Official Records.**

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):

1. As of **March 30, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **225,000.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.2500%**, from **March 30, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,385.36**, beginning on the **1st** day of **May 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.2500** will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **April 01, 2036** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **MidCountry Bank, 201 Main Street South, Hutchinson, MN 55350**

or at such other place as Lender may require.

3. 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.

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 Borrower 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.

4. 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 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 including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Form 3179 1/01 (rev. 8/01)

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

In witness whereof, the parties have executed this Agreement

*JTR*  
John T. Roberts

*Kristin C. Roberts*  
Kristin C. Roberts

Lender: MidCountry Bank

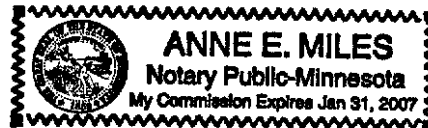
By: *[Signature]*  
Paul N. Lohmann  
Vice President  
MidCountry Bank

(SPACE BELOW THIS LINE FOR ACKNOWLEDGEMENTS)

**THIS INSTRUMENT WAS DRAFTED BY:**  
Anne Miles  
MidCountry Bank  
1001 Labore Industrial Court, Suite E  
Vadnais Heights, MN 55110  
STATE OF MINNESOTA  
COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 30th day of March 2006  
By Paul N. Lohmann, Vice President of MidCountry Bank  
Under the laws of the United States of America

*Anne E. Miles*  
Notary



STATE OF NV  
COUNTY OF Douglas

On this 30th day of March 2006 before me appeared  
John T. Roberts and Kristin C. Roberts, Husband and Wife  
Personally known to be the person(s) described in and who executed the foregoing instrument and  
acknowledge that They executed the same as They free act and deed

*Kathy Macellari*  
Notary

