

OFFICIAL RECORD

Requested By:  
FIRST MAGNUS FINANCIAL CORP

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 3 Fee: 41.00  
BK-1006 PG-00634 RPTT: 0.00



When recorded mail to:  
First Magnus Financial an  
Arizona Corporation  
603 N. Wilmot  
Tucson, Az. 85711  
LN# 8435001864

**DEED OF TRUST MODIFICATION AGREEMENT**

**THIS MODIFICATION AGREEMENT** is made on September 20, 2006 by and between **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. (MERS) AS NOMINEE** for **FIRST MAGNUS FINANCIAL CORPORATION** herein designated as the **BENEFICIARY** and **SHAWN A. E. CHRISTL** as (**BORROWER**).

WHEREAS, the beneficiary is the holder of the certain Promissory Note executed by Borrower (s) in the initial principal amount of \$289,500.00 dated JANUARY 11, 2006. The Note which is secured by a Deed of Trust dated JANUARY 11, 2006 and recorded in the office of the county of DOUGLAS in the state of NEVADA on JANUARY 25, 2006; DOCUMENT NUMBER 0666440; BOOK: 0106, PAGE: 8314.

**NOW THEREFORE**, Lender agrees to modify the DEED OF TRUST to **CORRECT THE VERBIAGE ON SECTION G OF THE ADJUSTABLE RATE RIDER.**

There are no other changes. All other provisions of the above referenced Deed of Trust are ratified and incorporated by reference herein.

LEGAL DESCRIPTION LOCATED ON EXHIBIT "A".

By signing below, each of the parties accepts and agrees to the provisions of the Modification and reaffirms the promises and agreements contained in the original Deed of Trust.

Mortgage Electronic Registration Systems Inc.

*Lizbeth Watson*  
Lizbeth Watson, Asst. Secretary

STATE OF Arizona  
COUNTY OF Pima

On this 20TH day of SEPTEMBER 2006, personally appeared before me the above named Lizbeth Watson, Asst. Secretary of Mortgage Electronic Registration Systems Inc. (MERS) acknowledged the foregoing instrument to be his/her free act and Deed.

*Mary Sloan*  
Mary Sloan Notary



**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN AND 000/1000THS percent ( 115.000 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

PayOption MTA ARM Rider  
FE-5315 (0511)

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Initials: \_\_\_\_\_



EXHIBIT "A"

LOT 15, BLOCK C, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-4 FOR CHICHESTER ESTATES, PHASE 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 11, 1997 IN BOOK 1297, PAGE 2264, AS DOCUMENT NO. 428220.

