DOC # 0689966 2/04/2006 03:01 PM Deputy:

OFFICIAL RECORD Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV Werner Christen - Recorder

ge: 1 Of 3 Fee:

16.00 0.00



Parcel Number:

1022-18-002-027

RECORDING REQUESTED BY

Name: PACIFIC CREST SAVINGS BANK

**RETURN TO** 

Name:

PACIFIC CREST SAVINGS BANK

Address:

PO BOX C97013

LYNNWOOD, WA 98046-9713

060100823

-{Space Above This Line For Recording Data}-

## LOAN MODIFICATION AGREEMENT

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 23<sup>rd</sup> day of October, 2006, between Pacific Crest Savings Bank, a Washington Corporation ("Lender") and Edwin W. Bryant and Janet L. Bryant, Husband and Wife as joint tenants with right of survivorship ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note and Addenda, if any, (the "Note") to Lender dated the 26<sup>th</sup> day of April, 2006, in the original principal sum of U.S. \$255,000.09 and secured by (2) the Mortgage, Deed of Trust, or Security Deed, Rider(s) and Addenda, if any, (the "Security Instrument") dated the same date as the Note and recorded in Book or Liber OHOLO , at pages 10259, or as Instrument No. 0673750 of the Records of Douglas County, Nevada. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property," located at: 1553 Alba Vista, Gardnerville, NV 89410 [Property Address], the real property described being set forth as follows:

LOT 3, BLOCK C, AS SHOWN ON THE MAP OF HOLBROOK HIGHLANDS, FILED IN THE OFFICE OF THE COUNTY RECORDED OF DOUGLAS COUNTY, NEVADA, ON MARCH 22, 1978, AS DOCUMENT NO. 18825.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

## **Calculation of Changes:**

Paragraph 3(A) of the Note is modified to read as follows:

(A) Time and Place of Payments

I will pay interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on June 1, 2006. If on May 1, 2007, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 3500 188th Street SW #575, Lynnwood, WA 98037 or at a different place if required by the Note Holder.

Paragraph (E) of the Deed of Trust (Security Agreement) is modified to read as follows:

(E) "Note" means the promissory note signed by Borrower and dated April 26, 2006.

The Note states that the Borrower owes Lender Two Hundred Fifty Five Thousand and no/100

Dollars (U.S. \$255,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 01, 2006.

Loan Documentation: As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction of 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. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

**EXECUTED** as of the day and year first above written.

Edwin W. Bryant Bryant Borrower Japet L. Bryant	t
Edwin W. Bryant -Borrower Janet L. Bryant	-Borrower
-Borrower	-Borrower
ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:	

## BORROWER ACKNOWLEDGMENT

DORROWER ACTION DEDOREM
State of Nereda & County of Brufes &
The foregoing instrument was acknowledged before me this 320 day of November, 2006 by & Edwar W. Bryant and Jones L. Bryant.
Signature of Officer  Title of Officer  Title of Officer  My Appt. Recorded in Douglas County My Appt. Expires September 11, 2008 No: 93-1151-5
LENDER ACKNOWLEDGMENT
State of Washington 8 County of Snohamish 8
The foregoing instrument was acknowledged before me this 9th day of Wounder,  20 10 by Louve Foster its  Use Persident of Painte Crest Souings  , a Washerston corporation,
on behalf of said corporation.
Signature of Officer  Signature of Officer  Title of Officer  My Commission Expires: 4-9-07