Min #100031800-64013822-2

PREPARED BY AND RECORDING REQUESTED BY: **SCIME** #64013822

and when recorded MAIL to: SCME MORTGAGE BANKERS, INC 6265 GREENWICH DR. #200 SAN DIEGO CA 92122

APN # 1320-29-115-001

DOC # 0697040 03/14/2007 04:16 PM Deputy: OFFICIAL RECORD Requested By: SCME MORTGAGE BANKERS INC

> Douglas County - NV Werner Christen - Recorder

> > Fee:

Page: $\mathbf{0f}$ 3 BK-0307 PG- 4335 RPTT:

16.00 0.00



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LOAN MODIFICATION

This loan Modification Agreement ("Agreement"), made the 27th day of DECEMBER 2006, between FRANCIA A. ELLINGWOOD TRUSTEE OF FRANCIS A. ELLINGWOOD REVOCABLE TRUST DATED MARCH 4, 2005, ("Borrower"), and Mortgage Electronic Registration System, Inc., ("MERS") whose address is PO BOX 2026, Flint MI 48501-2026 ("Beneficiary") solely as nominee for SCME Mortgage, Inc., a California Corporation, its successors and assigns ("Lender) amends and supplements the Deed of Trust or Deed to Secure Debt ("the Security Instrument") Dated NOVEMBER 14, 2006 and recorded on NOVEMBER 28, 2006 as Instrument No 0689550 Book N/A and Page N/A Official Records in the County Recorder's office of DOUGLAS County, NEVADA. The Note bearing the same date is secured by the Security Instrument, which covers the real and personal property located at:

1141 WISTERIA DRIVE, MINDEN, NEVADA, 89423 APN: 1320-29-115-001 Describing land therein as per recorded deed of trust referred to herein

Now therefore, for and in consideration of the benefits flowing to each of the parties hereto, they do agree as follows:

- 1. A) TO ADD THE VERBIAGE "DATED MARCH 4, 2005" TO THE TRUST LANGUAGE TO ALL APPLICABLE DOCUMENTS to the above reference Deed of Trust as it was missing at the time of the original recording
- 2. CONTINUING VALIDITY: Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this modification does not wave Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "NOTE"). It is the intention of the Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the nonsigning person consents to the changes and provisions to this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.
- 3. This agreement is not binding in whole or in part on Lender until executed by lender. IN WITNESS THEROF, the parties have executed this agreement. Mers tel. (888) 679-6377

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Modification and in any rider(s) executed by Borrower(s) and recorded with it.

Francis A. Ellingwood
Trustee of the
Francis A. Ellingwood Trustee of
Francis A. Ellingwood Revocable Trust
Dated March 4, 2005
Under trust instrument dated
03/04/2005

For the benefit of Francis A. Ellingwood

Francis A. Ellingwood, Trustee (Borrower)

Francis A. Ellingwood
Trustee of the
Francis A. Ellingwood Trustee of
Francis A. Ellingwood Revocable Trust
Dated March 4, 2005
Under trust instrument dated

for the benefit of Francis A. Ellingwood

03/04/2005

Francis A. Ellingwood (Borrower)

On JANUARY 19, 2007, before me, PATRICIA A RUBY "Notary Public", personally appeared Francis A. Ellingwood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

PATRICIA A. RUBY
NOTARY PUBLIC
STATE OF NEVADA
No.06-108538-3 My Appt. Exp. Aug. 22, 2010

(Seal of Notary)



SCME Mortgage Bankers, Inc. A California Corporation

Mortgage Electronic Registration Systems, Inc. ("MERS")

Trustee

Beneficiary

Jamie Fredericks, Vice President

Renee Tactay, Assistant Secretary



(Acknowledgement for Corporation)



State of California County of San Diego

On January 23, 2007, before me, Carla L. Balancier "Notary Public", personally appeared Jamie Fredericks and Renee Tactay, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Carla L. Balancier

CARLA L. BALANCIER
Commission # 1655672
Notary Public - California
San Diego County
My Comm. Expires Mar 31, 2010

(Seal of Notary)

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