

OFFICIAL RECORD

Requested By:

1ST AMERICAN LENDERS

ADVANTAGE

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 4 Fee: 42.00

BK-0408 PG- 3435 RPTT: 0.00



Tax Parcel No.: 1420-26-401-014

When recorded mail to: **MPC**
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 **4045820**
Attn: National Recordings 1120
PREPARED BY:
SHEMEKA LLOYD
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715

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Tax Parcel No.: 1420-26-401-014

Fannie Mae Loan No. 118652163
Loan No. 1100158765

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of FEBRUARY, 2008
between CANNIBAS SAGE TIMS, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security
Instrument"), and Timely Payment Rewards Rider, if any, dated OCTOBER 26, 2005 and recorded in
Book or Liber 1105, at page(s) 4624 Instrument No. 0660369, of the Official Records of
(Name of Records)

DOUGLAS COUNTY, NEVADA

(County and State, or other Jurisdiction)

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

1621 TERRY ANN STREET, MINDEN, NEVADA 89423

(Property Address)

the real property described being set forth as follows:

THE EAST 202.50 FEET OF THE SOUTH 254.08 FEET OF THE NORTH 583.16 FEET OF
THE WEST 747.20 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE
QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B. & M.

TIMS
14465029

NV

FIRST AMERICAN ELS

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

1. As of APRIL 1, 2008, the amount payable under the Note and the Security
Instrument (the "Unpaid Principal Balance") is U.S. \$ 366,519.13, consisting of the
unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 7.550 %,
from APRIL 1, 2008. Borrower promises to make monthly payments of principal
and interest of U.S. \$ 2,636.74, beginning on the 1ST day of MAY, 2008,
and continuing thereafter on the same day of each succeeding month until principal and interest
are paid in full. The yearly rate of 7.550 % will remain in effect until principal and interest
are paid in full. If on NOVEMBER 01, 2035 (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.

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 the 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 delivered or mailed 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 the 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(Acknowledgment on following pages)

WELLS FARGO BANK, N.A.

Mark Daubenspeck
By: Mark Daubenspeck, VP -Lender

[Signature]
CANNIBAS SAGE TMS -Borrower

_____-Borrower

_____-Borrower

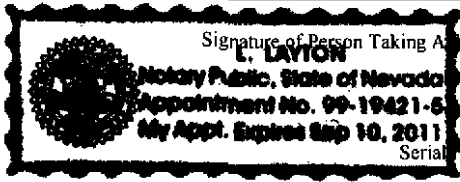
_____-Borrower

_____-Borrower

_____-Borrower

[Space Below This Line for Acknowledgments]

STATE OF Nevada COUNTY OF Douglas
The foregoing instrument was acknowledged before me this March 7, 2008 by
CANNIBAS SAGE Tims



[Signature]
Signature of Person Taking Acknowledgment
L. LAYTON
Notary Public, State of Nevada
Appointment No. 99-19421-5
My Appt. Expires Sep 10, 2011
Printed Name LAURIE LAYTON
Title or Rank CSM
Serial Number, if any 99-19421-5

LENDER ACKNOWLEDGMENT

STATE OF South Carolina COUNTY OF York
The foregoing instrument was acknowledged before me this 12th of March 2008 by
Mark Ombanspecin the Vice President
of Wells Fargo Bank, NA

a _____, on behalf of said entity.

[Signature]
Signature of Person Taking Acknowledgment
Printed Name MARGUERITE MALLOY
Title or Rank NOTARY PUBLIC
Serial Number, if any _____
My Commission Expires October 24, 2010

SEAL

THIS DOCUMENT WAS PREPARED BY:
SHEMEKA LLOYD
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715